

1 Peter Bisno (SBN 85943)  
2 15760 Ventura Boulevard, Suite 1200  
3 Encino, California 91436  
4 Telephone: (818) 657-0300  
5 Facsimile: (818) 657-0313  
6 E-mail: pbisno@bisnolaw.com

7 Jennifer Witherell Crastz (SBN 185487)  
8 Christopher D. Crowell (SBN 253103)  
9 HEMAR, ROUSSO & HEALD, LLP  
10 15910 Ventura Boulevard, 12th Floor  
11 Encino, California 91436  
12 Telephone: (818) 501-3800  
13 Facsimile: (818) 501-2985  
14 E-mail: jcraatz@hrhllaw.com  
15 ccrowell@hrhllaw.com

16 Attorneys for Judgment Creditor  
17 INTER/MEDIA TIME BUYING CORPORATION

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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

FEDERAL TRADE COMMISSION,

15 Plaintiff,  
16 vs.  
17 JASON CARDIFF etc. et al.,

18 Defendants.

Case No. 5:18-cv-02104-DMG-PLA

INTER/MEDIA TIME BUYING  
CORPORATION'S NOTICE OF  
MOTION AND MOTION TO COMPEL  
RECEIVER TO CURE ARREARAGES  
ON UPLAND RESIDENCE  
MORTGAGE AND FOR OTHER  
SPECIFIED RELIEF; MEMORANDUM  
OF POINTS AND AUTHORITIES  
AND DECLARATION OF PETER  
BISNO IN SUPPORT THEREOF

Hearing

Date: September 4, 2020  
Time: 9:30 a.m.  
Place: Courtroom 8C  
350 West 1st Street  
Los Angeles, California 90012  
Judge: Hon. Dolly M. Gee

## NOTICE OF MOTION AND MOTION

PLEASE TAKE NOTICE that on September 4, 2020, at 9:30 a.m. or as soon thereafter as the matter may be heard, in Courtroom 8C of the above-entitled Court located at 350 West First Street, Los Angeles, California 90012, judgment creditor Inter/Media Time Buying Corporation (“Inter/Media”) will and hereby does move for an order compelling Receiver Robb Evans & Associates LLC (“Receiver”) to (1) cure the arrearages on the mortgage owed by Jason Cardiff (“J. Cardiff”) and Eunjung Cardiff (individually and collectively, “Cardiffs”) on real property in Upland, California, located at 700 West 25th Street (“Residence”), to the extent the Cardiffs have not cured the arrearages by the time of the hearing on the Motion; (2) disclose to Inter/Media efforts made by the Receiver to market the Residence and all offers and counteroffers made to date; and (3) disclose to Inter/Media the Receiver’s cash available to cure the arrearages.

This Motion is made following conferences of counsel pursuant to L.R. 7-3 which took place on July 27, July 30, and August 4, 2020.

Dated: August 7, 2020

# HEMAR, ROUSSO & HEALD, LLP

By: /s/ Christopher D. Crowell  
Jennifer Witherell Crastz  
Christopher D. Crowell  
Attorneys for Judgment Creditor  
INTER/MEDIA TIME BUYING  
CORPORATION

**HEMAR, ROUSSO & HEALD, LLP**  
15910 VENTURA BOULEVARD, 12TH FLOOR

## MEMORANDUM OF POINTS AND AUTHORITIES

## INTRODUCTION AND SUMMARY OF ARGUMENT

Inter/Media holds a judgment against the Cardiffs in the original amount of \$970,725.93 secured by a recorded Abstract of Judgment encumbering the Residence. The judgment was entered in March 2017. But for the Cardiffs' fraudulent transfer of the Residence and the stay of actions this Court imposed, Inter/Media would have long since taken steps to cause an execution sale of the Residence.

Facing the prospect of indefinite delay in exercising its rights and remedies with respect to the Residence, Inter/Media entered into a Settlement Agreement with the Receiver in January 2020. The Settlement Agreement contemplates the Receiver's prompt sale of the Residence, with Inter/Media and the receivership estate each to receive 50 percent of the net sale proceeds. The Court approved the settlement and authorized the Receiver to sell the Residence in mid-March 2020.

Nearly five months later, the Receiver still has not sold the Residence, which is listed for sale at \$1,865,000. The Receiver claims that the Cardiffs have obstructed its efforts to market the Residence but the Receiver has not sought to remove them from the Residence, where they continue to live, “rent free” and “mortgage free.” The Receiver has represented to Inter/Media that offers to purchase the Residence from third parties have been received but refuses to disclose the terms of such offers and counteroffers to Inter/Media even though Inter/Media who will receive 50 percent of the net sale proceeds is an interested party and an intended beneficiary of the Settlement Agreement.

Meanwhile, the senior mortgage on the Residence, which has a \$1,418,201 principal balance, continues to accrue arrearages, which will exceed \$300,000 by the time of the hearing on the Motion. The Court has twice held the Cardiffs in contempt based on their failure to keep the mortgage current. Most recently, the Court indicated it would order J. Cardiff's incarceration unless the Cardiffs replenish the receivership estate for unpaid mortgage payments by August 31, 2020.

The Receiver has enough cash on hand to cure the arrearages but has declined to do so. To the extent the Cardiffs have not cured the arrearages by the time of the hearing on the Motion, the Court should order the Receiver to do so. The Receiver's cure of the arrearages would in no way purge the Cardiffs' contempt or relieve them of their obligation to replenish the receivership estate. The Court Order for "replenishment" still stands. Ordering the Receiver to cure the arrearages would, however, be consistent with the Settlement Agreement and the Preliminary Injunction entered in this action, which requires the Receiver to preserve the value of receivership assets and prevent their inequitable distribution.

## RELEVANT FACTUAL BACKGROUND

#### A. Basis for Inter/Media's Claim

Inter/Media is an advertising agency that provides media buying and other advertising services. [Declaration of Peter Bisno filed herewith (“Bisno Decl.”) ¶ 3.] In November 2014, Inter/Media sued the Cardiffs and certain affiliates in Los Angeles County Superior Court (“State Court”) for damages arising from the defendants’ failure to pay for Inter/Media’s services, and the defendants’ fraud in connection therewith. [Id.] The parties signed a binding written Settlement Term Sheet to resolve their disputes in early September 2016, and Inter/Media reasonably expected that the final settlement agreement would be executed shortly thereafter. [Id.]

Over the next several months, the Cardiffs used various tactics to delay finalizing the settlement. [Id. ¶ 4.] The parties finally signed a Settlement Agreement in March 2017. [Id. ¶ 4, Ex. 1.] In the Settlement Agreement, the Cardiffs represented, under penalty of perjury, that they were neither the trustees nor the beneficiaries of the Jurikel Family Trust (which held title to the Residence at the time) or any other trust. [Id. ¶ 5, Ex. 1.] The Cardiffs also agreed not to “transfer, encumber, or sell assets outside the ordinary course that will prejudice any of the rights of the Inter/Media Parties.” [Id.]

The Cardiffs also admitted in the Settlement Agreement, under penalty of perjury, that Inter/Media's agreement to do business with them and their affiliates "was

1 obtained through false pretenses, false representations, and actual fraud,” both  
2 regarding the Cardiffs’ financial condition and their ability and willingness to perform  
3 their contractual obligations to Inter/Media. [Id. ¶ 6, Ex. 1.]

4 On March 27, 2017, the State Court entered a \$970,725.93 Judgment Pursuant to  
5 Stipulation (“Judgment”) in Inter/Media’s favor and against the Cardiffs and the other  
6 defendants to the State Court action. [Id. ¶ 7, Ex. 3.]

7 B. The Cardiffs’ Fraudulent Transfer of the Residence to an Asset Protection Trust

8 The Cardiffs took advantage of the delay in finalizing the parties’ settlement to  
9 orchestrate a fraudulent transfer of the Residence to an asset protection trust. [Id. ¶ 8.]  
10 Specifically, the Cardiffs, as trustees of the Jurikel Family Trust, transferred the  
11 Residence to themselves, as trustees of the Carols Place Trust, via a Warranty Deed  
12 dated January 31, 2017, and recorded in the San Bernardino County Official Records  
13 (“Official Records”) seven days later. [Id. ¶ 8, Ex. 4.] The Cardiffs did so despite their  
14 sworn representation that they were not the trustees of the Jurikel Family Trust, and  
15 despite their agreement not to transfer assets so as to prejudice Inter/Media’s rights.  
16 [Id.]

17 On June 16, 2017, Inter/Media recorded an Abstract of Judgment with respect to  
18 the Judgment in the Official Records. [Id. ¶ 9, Ex. 5.] Because the Jurikel Family Trust  
19 is a revocable trust, the Cardiffs were the settlors of the Jurikel Family Trust, and the  
20 transfer of the Residence to the Carols Place Trust was void as a fraudulent transfer, the  
21 recorded Abstract of Judgment created a judgment lien as to the Residence. See Cal.  
22 Civ. Proc. Code § 697.310 (judgment lien on real property is created by recording  
23 abstract of judgment with the county recorder); Cal. Probate Code § 18200 (revocable  
24 trust property is subject to claims of creditors of settlor); In re Cass, 476 B.R. 602, 614-  
25 619 (Bankr. C.D. Cal. 2012) (under California law, judgment lien attaches to  
26 fraudulently transferred real property, even when abstract of judgment recorded after  
27 fraudulent transfer).

28 Nevertheless, to preclude any argument that the Residence is not encumbered by

1 Inter/Media's judgment lien, Inter/Media filed another State Court action in May 2018.  
2 [Bisno Decl. ¶ 10.] Inter/Media's operative First Amended Complaint in that action  
3 seeks (among other relief) a judgment setting aside the Cardiffs' transfer of the  
4 Residence to the Jurikel Family Trust as a fraudulent transfer. [Id.] The action remains  
5 pending. [Id.]

6 C. The Preliminary Injunction and Inter/Media's Settlement with the Receiver

7 The Preliminary Injunction providing for the Receiver's appointment over the  
8 Cardiffs, entered November 8, 2018 ("PI"), enjoined Inter/Media from taking any  
9 further steps to enforce the Judgment. [Dkt. No. 59, Art. XXI (Stay of Actions).] Facing  
10 the possibility of indefinite delay with respect to Inter/Media's judgment enforcement  
11 efforts, Inter/Media entered into a Settlement Agreement with the Receiver in January  
12 2020. [Bisno Decl. ¶ 11, Ex. 6.]

13 The Settlement Agreement contemplates the Receiver's prompt sale of the  
14 Residence, with Inter/Media and the receivership estate each to receive 50 percent of  
15 the net sale proceeds. [Id.] The Court approved the settlement and authorized the  
16 Receiver to sell the Residence in mid-March 2020, with the sale subject to final Court  
17 approval pursuant to 28 U.S.C. § 2001(b). [Dkt. Nos. 306 and 309.]

18 D. Subsequent Developments

19 Nearly five months later, the Receiver still has not sold the Residence, which is  
20 listed for sale at \$1,865,000. [Bisno Decl. ¶ 13.] Meanwhile, arrearages on the senior  
21 mortgage lien continue to accrue. As of March 18, 2020, the interest-bearing principal  
22 balance of the mortgage was \$1,418,201.53 and arrearages (which date to November  
23 2018) totaled \$227,191.69. [Declaration of Brick Kane filed July 16, 2020 (Dkt. No.  
24 402) ¶ 12, Exs. 1-2.] By the time of the hearing on the Motion, six monthly payments in  
25 the approximate amount of \$12,576 each will have come due and not been paid. [Id.]  
26 Thus, from all appearances, by the time of the hearing total arrearages will exceed  
27 \$300,000, if no payments are made.

28 On March 31, 2020, the Court held the Cardiffs in contempt of the PI based in

1 part on their failure to keep the mortgage current, and found that the Cardiffs could  
2 purge their contempt in this regard by “[r]eplenish[ing] the Receivership Estate for any  
3 and all unpaid mortgage payments on the Upland Residence, until the date of sale of the  
4 Upland Residence (as authorized by ECF Nos. 306, 309).” [Dkt. No. 315.] On July 24,  
5 2020, the Court again found the Cardiffs in contempt for the same reason. [Dkt. No.  
6 417.] The Court gave

7 the Cardiffs a final opportunity to comply with the Court’s Prior Orders **by**  
8 **noon on August 31, 2020** [on pain of incarceration of J. Cardiff] by (1)  
9 producing a detailed *truthful* accounting of all their assets held by, for the  
10 benefit of, or otherwise controlled, directly or indirectly, by the Cardiffs,  
11 including the true source of any funds paying their expenses through the date  
12 they purge themselves of their contempt; (2) turning over *all* their assets to  
13 the Receiver to be managed during the pendency of this litigation according  
14 to the terms of the PI; and (3) replenishing the Receivership Estate for any  
15 and all unpaid mortgage payments on the Upland Residence due until the  
16 date of the sale of the Residence as authorized by the Court’s Orders.

17 [Id. (emphasis in original).]

18 In opposition to Plaintiff Federal Trade Commission’s contempt motion, the  
19 Cardiffs requested that the Receiver use approximately \$360,000 seized from an  
20 account held in the name of Biztank Group LLC (“Biztank”) to pay the arrearages.  
21 [Dkt. No. 390.] However, the Court found that “[b]ecause the Biztank money  
22 constitutes separate Assets that are to be frozen and put under Receivership, the  
23 Cardiffs still have an obligation under the Court’s Orders to pay their past due mortgage  
24 and have not demonstrated inability to pay.” [Dkt. No. 417.] Notably, the Court did not  
25 proscribe the Receiver from using the Biztank funds to cure the arrearages; the Court  
26 simply held that the Cardiffs could not purge their contempt by requiring the Receiver  
27 to do so.

28 Inter/Media has periodically asked the Receiver for updates regarding the  
29 Receiver’s efforts to sell the Residence but has not received any specific or concrete  
30 responses. [Bisno Decl. ¶ 13.] Inter/Media has also requested from the Receiver, but has  
31 not received, an accounting for all cash on hand in the receivership estate and the source  
32 of such funds. [Id. ¶ 14.]

1 ARGUMENT

2 The Court's Order that the Cardiffs cure the arrearages on the Residence while  
3 also turning over all their assets to the Receiver appears to assume that the Cardiffs  
4 have substantial undisclosed assets. Presumably the Cardiffs could purge their contempt  
5 by turning over all of their assets to the Receiver except funds needed to cure the  
6 arrearages, and then using the remaining funds for this purpose. Or the Cardiffs could  
7 turn over all their assets to the Receiver and earmark adequate funds for payment of the  
8 arrearages.

9 The Court ordered the Cardiffs to engage in "*replenishing the Receivership*  
10 *Estate for any and all unpaid mortgage payments on the Upland Residence due until the*  
11 *date of the sale of the Residence as authorized by the Court's Orders.*" "Replenish" or  
12 "Replenishing" means to make full or complete again, as by furnishing a new supply  
13 (Webster's New World College Dictionary, 4th Edition. Copyright © 2010 by  
14 Houghton Mifflin Harcourt. All rights reserved.). Replenish is tantamount to  
15 "reimburse". If the Receiver needs to be "reimbursed" or "replenished," the Order  
16 implies reimbursement is for mortgage payments the Receiver has already made on  
17 behalf of the Cardiffs.

18 Replenishment occurs after the Receiver has expended funds to pay the  
19 mortgage. But here, the Receiver controls all of the Cardiff assets and has made no  
20 mortgage payments. The Receiver has failed to pay the mortgage and takes the absurd  
21 position that the Cardiffs must pay the mortgage from an unnamed source of funds that  
22 the Receiver has not yet seized, while at the same time, the Receiver asserts that all of  
23 the Cardiff assets, whether seized or not, belong to, and are controlled by the Receiver.  
24 It's completely circular logic. Carried to its logical conclusion, the mortgage will only  
25 be paid if the Cardiffs utilize undisclosed funds that have not yet been seized by the  
26 Receiver. Why should the source of funding be limited to Cardiff's undisclosed funds?  
27 It makes no sense.

28 Inter/Media remains hopeful that the Cardiffs will somehow cure the arrearages

1 and the Receiver will be able to sell the Residence in short order for a price that  
2 generates a meaningful return to Inter/Media and the receivership estate. However,  
3 given the Cardiffs' long history of defrauding Inter/Media and evading Inter/Media's  
4 lawful judgment enforcement efforts, Inter/Media is skeptical that even the threat of  
5 incarceration will compel the Cardiffs to act appropriately.

6 If the Cardiffs have not cured the arrearages by the time of the hearing on the  
7 Motion, Inter/Media respectfully requests that the Court enter an order directing the  
8 Receiver to do so, to the extent the Court has unencumbered cash on hand to do so.  
9 Importantly, such an order would in no way purge the Cardiffs' contempt; they would  
10 remain obligated to replenish the receivership estate—on pain of J. Cardiffs'  
11 incarceration—for any monies the Receiver spends to cure mortgage arrearages.

12 The PI providing for the Receiver's appointment over the Cardiffs (at Article  
13 XVI(D)) requires the Receiver to "conserve, hold, manage, and prevent the loss of all  
14 Receivership Property, and perform all acts necessary or advisable to preserve the value  
15 of those Assets." Article XVI(L) of the PI further orders the Receiver to "prevent the  
16 inequitable distribution of Assets."

17 Inter/Media is informed that the Receiver has substantial cash on hand. Keeping  
18 these funds on deposit in a (presumably non-interest-bearing) account while interest  
19 continues to accrue on the principal portion of the mortgage arrearages does not satisfy  
20 the Receiver's obligation to conserve Receivership Property, given the receivership's  
21 entitlement to 50 percent of the net sale proceeds from the Residence under the  
22 Settlement Agreement.

23 This state of affairs is also fundamentally unfair and inequitable to Inter/Media.  
24 The Cardiffs stopped paying their mortgage at about the same time the Receiver was  
25 appointed, in October 2018. Inter/Media entered into the Settlement Agreement with  
26 the Receiver in January 2020 with the expectation that the Receiver would promptly  
27 sell the Residence. Instead, almost two years after the Receiver was appointed and  
28 many months after the Court authorized the Receiver to sell the Residence, the

1 Residence still has not been sold and mortgage arrearages have ballooned, to  
2 Inter/Media's dramatic detriment.

3 The Settlement Agreement reached with the Receiver and confirmed by the Court  
4 is like any other contract—there is an implied covenant of good faith and fair dealing.  
5 The Receiver has the ability to cure the arrearages and doing so will give Inter/Media  
6 the “benefit of its bargain” (50 percent of the sale proceeds), but the Receiver, in  
7 refusing to do so, drastically diminishes or perhaps even eliminates any net sale  
8 proceeds to Inter/Media that accrue from the Settlement Agreement. The Receiver owes  
9 a duty to all creditors and particularly to Inter/Media who is an innocent party and who  
10 is being prejudiced by the Receiver’s refusal to pay an ongoing obligation of the  
11 Cardiffs when the Receiver has the means to do so. Inter/Media deserves the benefit of  
12 its bargain with the Receiver and reasonably expects the Receiver to cure the arrearages  
13 as an act of good faith and fair dealing.

14 The Court’s “power to supervise an equity receivership and to determine the  
15 appropriate action to be taken in the administration of the receivership is extremely  
16 broad.” S.E.C. v. Capital Consultants, LLC, 397 F.3d 733, 738 (9th Cir. 2005). In this  
17 case, equity requires that the Receiver fulfill its end of the bargain with Inter/Media by  
18 curing the mortgage arrearages if the Cardiffs have not done so by the time of the  
19 hearing on this Motion.

## 20 CONCLUSION

21 For the foregoing reasons, Inter/Media respectfully requests that the Court enter  
22 an Order compelling the Receiver to cure the arrearages on the mortgage encumbering  
23 the Residence, to the extent the Cardiffs have not cured the arrearages by the time of the  
24 hearing on this Motion. The Cardiffs should still be obligated to replenish the  
25 receivership estate. Inter/Media also requests that the Court order the Receiver to  
26 disclose all marketing efforts, offers and counteroffers, and the sources and amounts of  
27 cash on hand in the receivership estate, to Inter/Media, who is an intended beneficiary  
28 of the Settlement Agreement entered into with the Receiver and approved by the Court.

1 Dated: August 7, 2020

HEMAR, ROUSSO & HEALD, LLP

2  
3 By: /s/ Christopher D. Crowell  
4 Jennifer Witherell Crastz  
5 Christopher D. Crowell  
6 Attorneys for Judgment Creditor  
7 INTER/MEDIA TIME BUYING  
8 CORPORATION  
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HEMAR, ROUSSO & HEALD, LLP  
15910 VENTURA BOULEVARD, 12TH FLOOR  
ENCINO, CA 91436  
(818) 501-3800

## DECLARATION OF PETER BISNO

I, Peter Bisno, declare:

1. I am an attorney licensed and admitted to practice before this Court and all courts of the State of California. I am, and at all times have been, the attorney of record for Inter/Media Time Buying Corporation (“Inter/Media”) in the action previously pending before the Los Angeles County Superior Court (“State Court”) styled Inter/Media Time Buying Corporation v. Run Away Products, LLC et al. and assigned Case Number LC102377 (“377 Action”), and in the action now pending before the State Court styled Inter/Media Time Buying Corporation v. Jason Edward Thomas Cardiff etc. et al. and assigned Case Number LC107302 (“302 Action”).

2. Except as to matters stated on information and belief (which I believe to be true), I have personal knowledge of the matters set forth in this declaration. I would testify competently to all such matters if asked to do so.<sup>1</sup>

## Basis for Inter/Media's Claim

3. Inter/Media is an advertising agency that provides media buying and other advertising services. In November 2014, Inter/Media sued Jason Cardiff and Eunjung Cardiff (individually and collectively, “Cardiffs”) in the 377 Action for damages arising from the defendants’ failure to pay for Inter/Media’s services, and the defendants’ fraud in connection therewith. The parties signed a binding written Settlement Term Sheet to resolve their disputes in early September 2016, and Inter/Media reasonably expected that the final settlement agreement would be executed shortly thereafter.

4. Over the next several months, the Cardiffs used various tactics to delay finalizing the settlement. The parties finally signed a Settlement Agreement in March 2017, a true and correct copy of which (without exhibits) is attached hereto as Exhibit 1 and incorporated herein by this reference.

<sup>1</sup> All capitalized terms not defined in this declaration have the meanings the accompanying Motion or Memorandum of Points and Authorities ascribe to such terms.

**HEMAR, ROUSO & HEALD, LLP**  
15910 VENTURA BOULEVARD, 12TH FLOOR  
ENCINO, CA 91326

1       5. In the Settlement Agreement, the Cardiffs represented, under penalty of  
2 perjury, that they were neither the trustees nor the beneficiaries of the Jurikel Family  
3 Trust (which held title to the Residence at the time) or any other trust. Inter/Media  
4 sought these assurances with respect to the Jurikel Family Trust to ensure that the  
5 Cardiffs would not be able to transfer the Residence so as to make the Residence  
6 unavailable to satisfy the judgment to be entered in accordance with the Settlement  
7 Agreement.<sup>2</sup> The Cardiffs also agreed in the Settlement Agreement not to “transfer,  
8 encumber, or sell assets outside the ordinary course that will prejudice any of the rights  
9 of the Inter/Media Parties.”

10      6. The Cardiffs also admitted in the Settlement Agreement, under penalty of  
11 perjury, that Inter/Media’s agreement to do business with them and their affiliates  
12 (individually and collectively, “Prolongz Parties”)

13      and to provide services, property, finances, and extension of credit was obtained  
14 through false pretenses, false representations, and actual fraud. At the time of the  
15 signing of the [operative contracts] and throughout the performance and/or non-  
16 performance [thereof], Jason Cardiff and Eunjung No (individually and on  
17 behalf of the Prolongz Parties) had actual knowledge of their inability and/or  
18 unwillingness to perform the contractual obligations in such agreements and  
19 executed the [operative contracts] and instructed and/or consented to the  
20 ordering of advertising with the specific intent to defraud Inter/Media Time  
21 Buying Corporation and to induce Inter/Media Time Buying Corporation to  
22 enter into agreement(s) with third parties, to purchase media time, and to extend  
23 credit but not pay for the purchase of such media time and credit. Inter/Media  
24 Time Buying Corporation reasonably and justifiably relied on said false  
25 representations to its detriment. In addition, Jason Cardiff and Eunjung No,  
26 individually and on behalf of the Prolongz Parties provided oral and written  
27 statements of their financial condition to Inter/Media Time Buying Corporation  
28 that were materially false and were another causative factor leading to  
Inter/Media Time Buying Corporation’s providing services, property, finances,  
and extension of credit. Said false statements regarding financial condition were  
made with the specific intent to deceive Inter/Media Time Buying Corporation

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25      2 This representation, unbeknownst to Inter/Media at the time, was untrue. Attached  
26 hereto as Exhibit 2 and incorporated herein by this reference is a true and correct  
27 copy of a Grant Deed dated April 24, 2014, and recorded in the Official Records of  
28 San Bernardino County, California (“Official Records”), on June 27, 2014, whereby  
the Cardiffs transferred the Residence to themselves in their capacity as Trustees of  
the Jurikel Family Trust.

1 to enter into the [operative contracts] and provide said services, property,  
2 finances, and credit. Inter/Media Time Buying Corporation reasonably and  
3 justifiably relied on said false statements regarding financial condition to its  
detriment.

4 7. On March 27, 2017, the State Court entered a \$970,725.93 Judgment  
5 Pursuant to Stipulation (“Judgment”) in Inter/Media’s favor and against the Cardiffs  
6 and the other defendants to the 377 Action. A true and correct copy of the Judgment is  
7 attached hereto as Exhibit 3 and incorporated herein by this reference.

8 The Cardiffs’ Fraudulent Transfer of the Residence to an Asset Protection Trust

9 8. The Cardiffs took advantage of the delay in finalizing the parties’  
10 settlement to orchestrate a fraudulent transfer of the Residence to an asset protection  
11 trust. Specifically, the Cardiffs, as Trustees of the Jurikel Family Trust, transferred the  
12 Residence to themselves, as Trustees of the Carols Place Trust, via a Warranty Deed  
13 dated January 31, 2017, and recorded in the Official Records seven days later. A true  
14 and correct copy of the Warranty Deed is attached hereto as Exhibit 4 and incorporated  
15 herein by this reference. The Cardiffs did so despite their sworn representation that they  
16 were not the trustees of the Jurikel Family Trust and despite their agreement not to  
17 transfer assets so as to prejudice Inter/Media’s rights.

18 9. On June 16, 2017, Inter/Media recorded an Abstract of Judgment with  
19 respect to the Judgment in the Official Records. A true and correct copy of the Abstract  
20 of Judgment is attached hereto as Exhibit 5 and incorporated herein by this reference.  
21 Inter/Media is informed and believes that the Jurikel Family Trust is a revocable trust,  
22 that the Cardiffs were the settlors of the Jurikel Family Trust, and that the transfer of the  
23 Residence to the Carols Place Trust was void as a fraudulent transfer. Inter/Media  
24 therefore contends that the recorded Abstract of Judgment created a judgment lien as to  
25 the Residence.

26 10. Nevertheless, to preclude any argument that the Residence is not  
27 encumbered by Inter/Media’s judgment lien, Inter/Media filed the 302 Action in May  
28 2018. Inter/Media’s operative First Amended Complaint in the 302 Action seeks

1 (among other relief) a judgment setting aside the Cardiffs' transfer of the Residence to  
2 the Jurikel Family Trust as a fraudulent transfer. The action remains pending.

3 The Preliminary Injunction and Inter/Media's Settlement with the Receiver

4 11. The Preliminary Injunction providing for the Receiver's appointment over  
5 the Cardiffs, entered November 8, 2018, enjoined Inter/Media from taking any further  
6 steps to enforce the Judgment. Facing the possibility of indefinite delay with respect to  
7 Inter/Media's judgment enforcement efforts, Inter/Media entered into a Settlement  
8 Agreement with the Receiver in January 2020. A true and correct copy of the  
9 Settlement Agreement is attached hereto as Exhibit 6 and incorporated herein by this  
10 reference. The Settlement Agreement contemplates the Receiver's prompt sale of the  
11 Residence, with Inter/Media and the receivership estate each to receive 50 percent of  
12 the net sale proceeds. The Court approved the settlement and authorized the Receiver to  
13 sell the Residence in mid-March 2020, with the sale subject to final Court approval  
14 pursuant to 28 U.S.C. § 2001(b). [Dkt. 306]. The Court in its Order explained, "*With*  
15 *the mortgage now going unpaid, the equity is being depleted, and the home risks going*  
16 *underwater. This does not maintain the status quo of Cardiff Defendants' assets, as*  
17 *instructed by the PI*".

18 12. Nearly five months later, the Receiver still has not sold the Residence,  
19 which is listed for sale at \$1,865,000. Meanwhile, arrearages on the senior mortgage  
20 lien continue to accrue and the status quo of the Cardiff assets is not being maintained  
21 as required by the Preliminary Injunction. Inter/Media has periodically asked the  
22 Receiver for updates regarding the Receiver's efforts to sell the Residence but has not  
23 received any specific or concrete responses. On August 4, 2020, the Receiver's attorney  
24 Michael Fletcher told me that the Receiver has received at least one offer to buy the  
25 Residence and made a counter-offer in response. However, Mr. Fletcher told me that he  
26 was not at liberty to tell me the amounts of the offer and the counter-offer. Mr. Fletcher  
27 also stated that the Cardiffs were not giving prospective buyers full access to visit the  
28 Residence.

1       13. During this same phone call, I asked Mr. Fletcher to tell me how much  
2 cash the Receiver has on hand and the source of the funds. Mr. Fletcher mentioned the  
3 funds seized from the Biztank account and various other monies, but indicated he was  
4 not able to provide a complete account of all cash on hand “off the top of his head,” or  
5 words to that effect nor was he able to provide any rough estimate of cash on hand. But  
6 Mr. Fletcher unequivocally has refused to pay the mortgage arrearages. Any such  
7 payment will not negate or affect the Cardiff’s obligation to replenish to the Receiver  
8 the mortgage arrearages, as ordered by the Court and will serve to preserve the status  
9 quo status of the Cardiff assets, as required by the preliminary injunction.

10        14. Inter/Media is a secured creditor and an innocent judgment creditor who  
11        was stopped “in its tracks” from enforcing its judgment against the Cardiffs when the  
12        Preliminary Injunction was ordered. Since that time, Inter/Media has met with the  
13        FTC’s representatives and has fully and voluntarily cooperated with the FTC in every  
14        conceivable respect, and has acted in the utmost good faith in entering into the  
15        Settlement Agreement with the Receiver with the full expectation that both parties to  
16        the Settlement Agreement (the Receiver and Inter/Media) would do everything in their  
17        power to maximize the recovery from the sales of the Residence. By curing the  
18        arrearages, the “Net Proceeds” will be maximized and this inures directly to the benefit  
19        of both the Receiver (on behalf of all creditors) and secured creditor Inter/Media. As  
20        between the parties to the Settlement Agreement, only the Receiver has the ability to  
21        use available cash to cure the arrearages and maximize recovery to creditors and  
22        facilitate Inter/Media receiving the benefit of its bargain with the Receiver. By refusing  
23        to do so, the Receiver is choosing to dilute and negate the benefit of the bargain to  
24        Inter/Media who in good faith entered into the Settlement Agreement.

25 I declare under penalty of perjury that the foregoing is true and correct and that  
26 this declaration was executed on August 7, 2020, at Studio City, California.

Peter Bisno  
PETER BISNO

# **EXHIBIT 1**

SETTLEMENT AGREEMENT WITH RELEASE

This Settlement Agreement with Mutual Release ("this Agreement" or "this Settlement Agreement"), is effective as of March 10, 2017 ("Effective Date") by and between INTER/MEDIA TIME BUYING CORPORATION ("Inter/Media Time Buying Corporation"), INTER/MEDIA ADVERTISING, INC., INTER/MEDIA INTERACTIVE, INC., INTER/MEDIA CHARITABLE FOUNDATION, INTER/IMAGE PRODUCTIONS, INCORPORATED, INTER/POST PRODUCTIONS, INC., INTERQUANTUM, LLC, INFOTECH DEVELOPMENT, INC, MEDIAPoint NETWORK, INC., and BELLATRIX MEDIA, INC. on the one hand (collectively, the "Inter/Media Parties") and RUN AWAY PRODUCTS, LLC, individually and doing business as PROLONGZ; ADVANCED MEN'S INSTITUTE PROLONGZ, LLC; REDWOOD SCIENTIFIC TECHNOLOGIES, LLC, a California Limited Liability Company, REDWOOD SCIENTIFIC TECHNOLOGIES, INC., a Nevada Corporation, REDWOOD SCIENTIFIC TECHNOLOGIES, INC., a California Corporation, EUNJUNG CARDIFF AKA EUNJUNG NO AKA EUNJUNG LEE AND JASON CARDIFF (collectively, the "Prolongz Parties") on the other hand, collectively sometimes referred to as the Parties and individually referred to as "Party", on the terms and for the consideration set forth hereinbelow.

RECITALS

A. Inter/Media Time Buying Corporation ("Inter/Media Time Buying Corporation") is a California corporation whose principal place of business is in Woodland Hills, CA. Inter/Media Time Buying Corporation is an advertising agency that provides media buying and advertising related services to its clients. These services were provided through "Intermedia Advertising" (Plaintiff's fictitious business name), and through Mediapoint Network, Inc. and Inter/Image Productions, Incorporated, its wholly owned subsidiaries

B. Inter/Media Advertising, Inc., Inter/Media Interactive, Inc., Inter/Image Productions, Incorporated, Inter/Post Productions, Inc., Infotech Development, Inc., Mediapoint Network, Inc., and Bellatrix Media, Inc. are all California corporations whose principal place of business is in Woodland Hills, CA. Inter/Media Charitable Foundation is a nonprofit California corporation whose principal place of business is in Woodland Hills, CA. InterQuantum, LLC is a California limited liability company whose principal place of business is in Woodland Hills, CA. Inter/Media Advertising is a dba of Inter/Media Time Buying Corporation. All of the entities referred to in this recital are affiliated with Inter/Media Time Buying Corporation and, along with Inter/Media Time Buying Corporation, are collectively referred to as the "Inter/Media Parties".

C. Run Away Products, LLC ("Run Away") is a New York limited liability company that at times did business under the name "Prolongz", Advanced Men's Institute Prolongz, LLC

is a California limited liability, Redwood Scientific Technologies, LLC is a California LLC, Redwood Scientific Technologies, Inc. is a Nevada Corporation and a successor to Advanced Men's Institute Prolongz, LLC and Redwood Scientific Technologies, LLC. Additionally, there is Redwood Scientific Technologies, Inc., a California corporation. These companies were involved in the marketing and sales of "Prolongz", a sex product that purports to assist in the slowing or delaying of male ejaculation during sexual intercourse. Eunjung Cardiff aka Eunjung No aka Eunjung Lee and Jason Cardiff are officers and/or directors and/or managers and/or owners of the legal entities described in this recital. All of the entities referred to in this recital are affiliated with Eunjung Cardiff aka Eunjung No aka Eunjung Lee and Jason Cardiff and are collectively referred to as the "Prolongz Parties".

D. Run Away and Inter/Media Time Buying Corporation signed a written agreement in 2014 ("2014 Contract") through which Inter/Media Time Buying Corporation purchased time slots ("media time") for the airing of Run Away's television ads that promoted the product "Prolongz". Inter/Media Time Buying Corporation proposed the schedule/calendar for the television ads to be run, obtained Run Away's approval for the schedule, paid the advertising costs to the television stations, and then billed Run Away for these costs (advanced by Inter/Media Time Buying Corporation) plus a commission for Inter/Media Time Buying Corporation's services. The television ads ran from April 2014 through September 2014. The 2014 Contract called for payment of all invoices when due, an interest at the rate of 1.5 % per month on late invoices. The 2014 Contract also provided that attorneys fees and costs would be paid to the aggrieved party in the event of a breach of contract.

E. Jason Cardiff signed a written guaranty ("Cardiff Guaranty") personally guarantying the obligations of Run Away pursuant to the 2014 Contract and his spouse, Eunjung Cardiff, aka Eunjung No aka Eunjung Lee, fully acknowledged and consented in writing to the Cardiff guaranty. The Cardiff Guaranty also provided that attorneys fees and costs would be paid to the aggrieved party in the event of a breach of contract.

F. Prior to signing the 2014 Contract, Inter/Media Time Buying Corporation purchased media time for Run Away and invoiced Run Away for the media time expense.

G. Inter/Media Time Buying Corporation was authorized and did provide additional advertising, production, and related services to Run Away through its wholly owned subsidiaries, including the scheduling of television ads to be run on a "per inquiry" basis. This media time was billed on a "cost per lead" basis and were provided by Plaintiff through its wholly owned subsidiary, MediaPoint Network, Inc. These ads ran from June 2014 through October 2014.

H. Inter/Media Time Buying Corporation, through its subsidiary Inter/Image Productions, Incorporated, provided "production services" to the Prolongz Parties, which included media customization, duplication, shipping, and vein encoding.

I. On or about November 25, 2014, Inter/Media Time Buying Corporation filed a lawsuit against the Prolongz Parties in Los Angeles Superior Court, Case # LC102377 (“Superior Court Complaint”), seeking damages for the failure of the Prolongz Parties to pay sums owed pursuant to the 2014 Contract, the Cardiff Guaranty, the per inquiry advertising, production costs, and other advertising, as more fully described in Recital D, E, F, G, H and in the Superior Court Complaint.

J. On or about June 5, 2015, Run Away filed its Answer to the Complaint and filed a Cross-Complaint (“Superior Court Cross-Complaint”) against all of the Inter/Media Parties alleging “alter ego” and alleging that advertising that Inter/Media Time Buying Corporation secured and paid for was not properly approved by Run Away, and that Inter/Media Time Buying Corporation’s negligence in managing the Run Away advertising caused financial damage to Run Away.

K. The Inter/Media Parties filed an Answer to the Superior Court Cross-Complaint in which they denied all allegations in the Cross-Complaint.

L. The Inter/Media Parties contend that all the subject advertising was pre-approved by Run Away, and ran when scheduled, and the Run Away advertising was managed competently and resulted in substantially increased sales to Run Away. The Prolongz Parties contend otherwise.

M. During the course of the litigation, Inter/Media Time Buying Corporation made several discovery motions that resulted in monetary sanctions being awarded against Charles H. Smith, counsel for the Prolongz Parties, and in favor of Inter/Media Time Buying Corporation, in the sum of \$7,500.00 (“Smith Sanctions”). Of this sum, \$1,000 was awarded jointly and severally against Charles H. Smith and each of the Prolongz Parties. None of these sanctions have been paid.

N. On or about April 3, 2016, the Parties agreed that the matters in dispute as stated in the Superior Court Complaint and the Superior Court Cross-Complaint be submitted to binding arbitration (the “Arbitration”) with the Superior Court retaining jurisdiction to enter certain orders that would be binding on the arbitrator.

O. On or about August 23, 2016, the Superior Court ordered “issue” sanctions to be imposed against the Prolongz Parties, jointly and severally, and monetary sanctions. The “issue” sanctions effectively disposed of most of the contested issues by rendering a binding decision in favor of the Inter/Media Parties. In addition, the Superior Court imposed monetary sanctions in the amount of \$10,000.00 jointly and severally against each of the Prolongz Parties and in favor of Inter/Media Time Buying Corporation, and had previously imposed \$1,000 in monetary sanctions against the Prolongz Parties, bringing the amount due from the Prolongz Parties to \$11,000.00 in favor of Inter/Media Time Buying Corporation. Of this sum, \$1,000 was awarded

jointly and severally against Charles H. Smith and each of the Prolongz Parties. None of these sanctions have been paid.

P. On or about March 7, 2017, the Superior Court ordered additional monetary sanctions in the amount of \$250.00 against Defendant Jason Cardiff and in favor of Inter/Media Time Buying Corporation and ordered monetary sanctions in the amount of \$1,000.00 against Defendant Eunjung Cardiff aka "Eunjung No" aka "Eunjung No Cardiff" aka "Eunjung Lee" and in favor of Inter/Media Time Buying Corporation. None of these sanctions have been paid.

Q. On September 7, 2016, the Parties participated in a Neutral Fact Finding Meeting before the Honorable Enrique Romero and reached a settlement, as memorialized in an executed Final Stipulation for Settlement/Term Sheet ("September 7, 2016 Term Sheet").

R. This Settlement Agreement replaces and supersedes the September 7, 2016 Term Sheet, which remains valid and enforceable until this Settlement Agreement is executed.

S. The Parties to this Agreement now deem it to be in their best interests and mutual advantage to resolve their disputes on the terms set forth herein and the Parties.

**WHEREFORE**, for valuable consideration, including the promises as set forth below and the payment of monies as set forth below, the Parties agree as follows:

AGREEMENT

1. The Prolongz Parties shall execute a Stipulation for Entry of Judgment (the "Stipulation for Judgment") in the form set forth in Exhibit 1, attached and incorporated herein by reference as if fully set forth herein. The Stipulation for Judgment shall provide for immediate entry of a money judgment (the "Judgment" or "Original Judgment"), against each of the Prolongz Parties, jointly and severally, and in favor of Inter/Media Time Buying Corporation, to compensate Inter/Media Time Buying Corporation for allegations set forth in the Superior Court Complaint including the fraud claims more fully described in the 8<sup>th</sup> Cause of Action of the Superior Court Complaint and in Paragraph 11 (k) of this Agreement, in the principal amount of \$1,050,000 with interest to accrue at the rate of five percent (5%) simple interest per annum on a 365/365 basis, beginning September 7, 2016, together with \$25,000.00 for a one-time agreed upon charge, with interest to accrue at the rate of five percent (5%) simple interest per annum on a 365/365 basis, beginning March 10, 2017, less any payments made on or after September 7, 2016 (any such payments shall be applied first to accrued unpaid interest and then to the principal balance) (collectively the "Settlement Sum"). Interest on the Settlement Sum shall continue to accrue at the rate of five percent (5%) per annum on a 365/365 basis until paid in full. The Parties agree that the Stipulation for Judgment and Judgment shall further provide that the Judgment shall be amended (the "Amended Judgment") upon *ex parte* application of

2. The Parties stipulate and agree that the Judgment and Amended Judgment shall be enforceable in all jurisdictions in the United States and in all foreign jurisdictions including without limitation, the United Kingdom. Upon written request of Inter/Media Time Buying Corporation, the Prolongz Parties and their counsel shall execute any and all documents, pleadings, forms, declarations, and affidavits necessary to render the Judgment and Amended Judgment enforceable in these jurisdictions.

3. Inter/Media Time Buying Corporation shall be unconditionally entitled to immediately file a Notice of Judgment Lien with the California Secretary of State and Abstracts of Judgment in localities that Inter/Media Time Buying Corporation believe the Prolongz Parties may own real property now or may own real property in the future.

4. Inter/Media Time Buying Corporation shall be unconditionally entitled to

immediately file sister state judgments in any state located in the United States of America as well as Notices of Judgment Lien and Abstracts of Judgment in localities in those government subdivisions (states, counties, territories, towns, etc.) that Inter/Media Time Buying Corporation believes the Prolongz Parties may own real property now or may own real property in the future and such judgments shall be fully enforceable in these jurisdictions. The Prolongz Parties shall execute any and all documents, pleadings, forms, declarations, and affidavits necessary in cooperation with Inter/Media Time Buying Corporation's counsel to facilitate the obtaining of the sister state judgments.

5. The Prolongz Parties are responsible, jointly and severally, and shall make the following lump sum payments to Inter/Media Time Buying Corporation in the amounts and on the dates set forth below:

- a. As of March 9, 2017, the Prolongz Parties have made payments in the total amount of \$70,000.01, of which \$25,326.51 has been applied to accrued interest and \$44,673.50 to the principal balance of the Settlement Sum.

An interim payment in the amount of \$2,500.00 is due and payable on March 13, 2017.

- b. Beginning on March 20, 2017, payments are due in the amounts on the dates specified below, plus a single final payment on January 14, 2019 that, along with the timely payments described in this Paragraphs 5a and 5b will result in timely payment in full of the Settlement Sum balance plus interest (as described in Paragraph 1 of this Agreement).
  - i. A single payment in the amount of \$56,800.00 on March 20, 2017;
  - ii. Weekly payments each in the amount of \$3,976.00 on the following dates in 2017:  
March 27; April 3, 10, 17, 24;
  - iii. A single payment in the amount of \$56,800.00 on May 1, 2017;
  - iv. Weekly payments each in the amount of \$3,976.00 on the following dates in 2017:  
May 8, 15, 22, 29;  
June 5, 12, 19, 26;  
July 3, 10, 17;
  - v. Weekly payments each in the amount of \$6,248.00 on the following dates in 2017:  
July 24, 31;  
August 7, 14, 21, 28;  
September 4, 11, 18, 25;

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- October 2, 9, 16, 23, 30;
- November 6, 13, 20, 27;
- December 4, 11;
- vi. A single payment in the amount of \$170,400.00 on December 18, 2017;
- vii. Weekly payments each in the amount of \$7,384.00 on the following dates:
  - December 25, 2017;
  - January 1, 8, 15, 22, 29 (these are all 2018 dates);
  - February 5, 12, 19, 26 (these are all 2018 dates);
  - March 5, 12, 19, 26 (these are all 2018 dates);
  - April 2, 9, 16, 23, 30 (these are all 2018 dates);
  - May 7, 14, 21, 28 (these are all 2018 dates)
  - June 4, 11, 18, 25 (these are all 2018 dates);
  - July 2, 9, 16, 23, 30 (these are all 2018 dates);
  - August 6, 13 (these are all 2018 dates);
- viii. A single payment in the amount of \$170,400.00 on August 20, 2018;
- ix. Weekly payments each in the amount of \$8,520.00 on the following dates:
  - August 27, 2018;
  - September 3, 10, 17, 24 (these are all 2018 dates);
  - October 1, 8, 15, 22, 29 (these are all 2018 dates);
  - November 5, 12, 19, 26 (these are all 2018 dates);
  - December 3, 10, 17, 24, 31 (these are all 2018 dates)
  - January 7, 2019;
- x. A single final payment on January 14, 2019 that, along with the payments described in this Paragraphs 5a and 5b will result in timely payment in full of the Settlement Sum balance plus interest (as described in Paragraph 1 of this Agreement).

**The entire unpaid Settlement Sum balance, and all accrued unpaid interest, and any other outstanding amounts due to the Inter/Media Parties pursuant to this Agreement shall be due and payable by no later than January 14, 2019 (the “Maturity Date”).**

The parties intend for this payment schedule to reflect a principal amount of \$1,050,000.00 as of September 7, 2016, together with an additional \$25,000.00 representing a one-time agreed upon charge on March 10, 2017, to carry 5% APR simple interest with no prepayment penalty, so long as the payments are made on time and in the correct amount. The parties believe that the above payment schedule reflects that. However,

should the parties agree that there is a mathematical error in the calculation of the above payment schedule, then the parties shall recalculate and redraft the above payment schedule.

For illustration purposes, if the payments described in Paragraph 5, subsections (a) and (b)(i)-(b)(ix) of this Agreement, are timely made in full on the exact dates specified therein, then the final payment amount due on the Maturity Date would be for the amount of \$8,606.67. This illustration presumes that each of the payments described in this Paragraph 5, subsections (a) and (b), are timely made on the dates specified, by no later than 3:00 PM.

**The Prolongz Parties acknowledge that the final payment due on the Maturity Date may be for an amount greater than the periodic payment amounts made pursuant to Paragraph 5, subsection (b), and may differ from the above illustration, due to any failure on behalf of the Prolongz Parties in making the payments described in Paragraph 5, subsections (a) through (b), in full and/or in a timely matter.**

- c. All Settlement Sum payments are to be made by wire transfer to Inter/Media Time Buying Corporation. Unless otherwise stated, all Settlement Sum payments are due on Monday by no later than 3:00 PM, Los Angeles local time. If the date specified for payment is a bank holiday, as observed by the Federal Reserve System, payment is due the following business day. Payments will be applied on the day they are received, first to accrued unpaid interest and then to the principal balance.

Notwithstanding anything contained in this Agreement, the Prolongz Parties may prepay all or any part of the outstanding Settlement Sum balance at any time without penalty.

6. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

- a. The Prolongz Parties fail to make any payment when due under this Agreement.
- b. Any of the representations and warranties in Paragraph 11 below are false or misleading in any material respect.
- c. Prolongz Parties fail to comply with or to perform any other term, obligation, covenant, or condition contained in this Agreement, or in any

of the other documents executed in connection with this Agreement, and all extensions, renewals, modifications and replacements of any and all of such documents.

7. In the Event of Default under this Agreement:

- a. The Prolongz Parties shall be given written notice of any such default by notice to counsel for the Prolongz Parties and to Jason Cardiff, whose contact information is set forth in the "Notices" section of this Agreement.
- b. The Prolongz Parties shall thereafter have three (3) business days within which to cure such default.
- c. In the event of an uncured default, Inter/Media Time Buying Corporation shall be entitled to file and have the Court enter the Amended Judgment in the manner and as described in Paragraph 1.
- d. Neither the acceptance of any partial or delinquent payment by Inter/Media Time Buying Corporation, nor Inter/Media Time Buying Corporation's failure to exercise any of its rights or remedies upon default by the Prolongz Parties shall be a waiver of the default, a modification of the Settlement Agreement, or of the Prolongz Parties' obligations under the Settlement Agreement, or a waiver of any subsequent default by the Prolongz Parties.

8. Except for the post judgment activities specifically described in Paragraphs 2, 3 and 4, Inter/Media Time Buying Corporation shall forego executing on the Judgment unless and until there is an uncured default. Thereafter, Inter/Media Time Buying Corporation shall not be restricted in any manner from exercising all post judgment rights and remedies.

9. Concurrent with the execution of this Agreement, the Prolongz Parties shall furnish to Inter/Media Time Buying Corporation copies of the security agreement with the "unit holders" upon which the UCC-1 identified as NV 2015-003238-9.

10. Concurrent with the execution of this Agreement, the Prolongz Parties shall furnish to Inter/Media Time Buying Corporation copies of all filings relating to the patent applications for Prolongz and all trade mark applications and approvals pertaining to Prolongz.

11. The Prolongz Parties, including without limitation, Jason Cardiff and Eunjung No as individuals, each make the following representations and warranties:

- a. Any and all UCC-1 financing statements previously filed against Run

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Away Products, LLC, Advanced Men's Institute Prolongz LLC, Redwood Scientific Technologies, LLC, Redwood Scientific Technologies, Inc., a Nevada Corporation, and Redwood Scientific Technologies, Inc., a California Corporation whether individually or doing business as Prolongz, have been released.

- b. The following UCC-1 filings have been released: California Filing # 16-7516349032 and NV 2015-003238-9 and California 15-7448543526
- c. The Deed of Trust recorded on April 30, 2012 as Document # 20120632611 whose original Beneficiary is Run Away Products, LLC, has been released and reconveyed.
- d. Advanced Men's Institute Prolongz, LLC, Redwood Scientific Technologies, LLC, Redwood Scientific Technologies, Inc., a Nevada Corporation, or Redwood Scientific Technologies, Inc., a California Corporation own all trademark and patents (pending) for all Prolongz products that are currently being marketed or sold by any of the Prolongz Parties.
- e. The real property located at 716 Valparaiso Drive, Claremont, CA was sold to a disinterested third party in 2013 and none of the Prolongz Parties presently have an ownership interest in said property.
- f. None of the Prolongz Parties has ever had an ownership or management interest in Claraboya Properties, LP.
- g. Neither Jason Cardiff or Eunjung No aka Eunjung Cardiff aka Eunjung Lee are trustees or *de facto* trustees or beneficiaries or *de facto* beneficiaries of any trust.
- h. Neither Jason Cardiff or Eunjung No aka Eunjung Cardiff aka Eunjung Lee are the trustees or *de facto* trustees or beneficiaries or *de facto* beneficiaries of Jurikel Family Trust.
- i. The Prolongz Parties shall not transfer, encumber, or sell, assets outside the ordinary course that will prejudice any of the rights of the Inter/Media Parties.
- j. The residence address listed in the Notices section of this Agreement accurately states the residence address of Jason Cardiff and Eunjung No aka Eunjung Cardiff aka Eunjung Lee.

- k. Jason Cardiff and Eunjung No, individually and on behalf of the Prolongz Parties, executed the Cardiff Guaranty and the 2014 Contract in which they promised to timely pay Inter/Media Time Buying Corporation for services, property, financing, and extension of credit. Inter/Media Time Buying Corporation's agreement to do business with the Prolongz Parties and to provide services, property, finances, and extension of credit was obtained through false pretenses, false representations, and actual fraud. At the time of the signing of the Cardiff Guaranty and at the time of the signing of the 2014 Contract and throughout the performance and/or non-performance of the Cardiff Guaranty and the 2014 Contract, Jason Cardiff and Eunjung No (individually and on behalf of the Prolongz Parties) had actual knowledge of their inability and/ or unwillingness to perform the contractual obligations in such agreements and executed the Cardiff Guaranty and the 2014 Contract and instructed and/or consented to the ordering of advertising with the specific intent to defraud Inter/Media Time Buying Corporation and to induce Inter/Media Time Buying Corporation to enter into agreement(s) with third parties, to purchase media time, and to extend credit but not pay for the purchase of such media time and credit. Inter/Media Time Buying Corporation reasonably and justifiably relied on said false representations to its detriment. In addition, Jason Cardiff and Eunjung No, individually and on behalf of the Prolongz Parties provided oral and written statements of their financial condition to Inter/Media Time Buying Corporation that were materially false and were another causative factor leading to Inter/Media Time Buying Corporation's providing services, property, finances, and extension of credit. Such false statements regarding financial condition were made with the specific intent to deceive Inter/Media Time Buying Corporation and to induce Inter/Media Time Buying Corporation to enter into the Cardiff Guaranty and the 2014 Contract and provide said services, property, finances, and credit. Inter/Media Time Buying Corporation reasonably and justifiably relied on said false statements regarding financial condition to its detriment.
- l. The Prolongz Parties, including Jason Cardiff and Eunjung No (1) fully intend to comply with the terms and conditions of this Agreement and (2) reasonably believe that they have the financial ability to do so.

12. Jason Cardiff and Eunjung No each declare under penalty of perjury under the laws of the State of California that the representations made in Paragraph 11 (a) through (l), inclusive, are true and correct, and this declaration is executed on March 17, 2017 in

Upland (city), California (state).

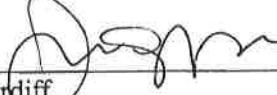
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EXECUTION DOCUMENT - FINAL- Page 12 of 39 Date: 03/15/2017 Time: 18:35

Dated: March  2017



\_\_\_\_\_  
Jason Cardiff

Dated: March  2017



\_\_\_\_\_  
Eunjung No

13. Concurrent with the execution of this Agreement, the Prolongz Parties shall furnish to Inter/Media Time Buying Corporation copies of the UCC releases referred to in Paragraph 11 (a) and (b) and the reconveyance/release of the Deed of Trust referred to in Paragraph 11 (c).

14. The Prolongz Parties shall each sign separate security agreements granting blanket security interests in all assets of Run Away Products, LLC, individually and doing business as Prolongz, Advanced Men's Institute Prolongz, LLC, Redwood Scientific Technologies, LLC, Redwood Scientific Technologies, Inc., a Nevada Corporation and Redwood Scientific Technologies, Inc., a California Corporation. Cigirex UK LTD shall sign a separate security agreement granting blanket security interests in of its assets in the United States and in the United Kingdom. Jason Cardiff and Eunjung Cardiff aka Eunjung No aka Eunjung Lee shall sign separate security agreements pledging their ownership of shares/units of Redwood Scientific Technologies, Inc., a Nevada Corporation to Inter/Media Time Buying Corporation. The Prolongz Parties shall sign security agreements granting Inter/Media Time Buying Corporation a security interest in all trademarks and patents held by the Prolongz Parties, whether pending or not. Inter/Media Time Buying Corporation is authorized to take whatever steps are necessary to perfect those interests and the Prolongz Parties shall sign any/all documents and turnover any/all documents necessary in connection with such perfection.

15. Run Away Products, LLC, Advanced Men's Institute Prolongz LLC, Redwood Scientific Technologies, LLC, Redwood Scientific Technologies, Inc., a Nevada Corporation and Redwood Scientific Technologies, Inc., a California Corporation shall grant Inter/Media Time Buying Corporation a blanket security interest in all its retail sales and receivables including without limitation the GNC contract. Inter/Media Time Buying Corporation is authorized to take whatever steps are necessary to perfect those interests and the Prolongz Parties shall sign any/all documents and turnover any/all documents necessary in connection with such perfection Copies of all GNC contracts with the Prolongz Parties shall be provided to Inter/Media Time Buying Corporation prior to the execution of this Agreement.

16. The security and pledge agreements referred to in this Agreement shall be released when the Judgment is fully satisfied and paid in full.

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17. Concurrent with, or within thirty (30) days after entry of the Judgment, the Parties shall present a Stipulation and Order to the Superior Court that (a) dismisses the Superior Court Cross-Complaint with prejudice and (b) retains Superior Court jurisdiction to enforce this Agreement and to preside over post judgment proceedings.

18. Except for the rights and obligations of the Prolongz Parties as expressly set forth in this Agreement, and effective only upon (1) entry of the Judgment, and if applicable, the Amended Judgment, and (2) so long as the representations and warranties stated in Paragraph 11 of this Agreement are true and continue to be true and (3) so long as none of the Prolongz Parties are subject to the jurisdiction of the bankruptcy court as debtors and (4) so long as the Prolongz Parties pay the Settlement Sum, or if applicable, the Augmented Settlement Sum in full and (5) no court action is filed in State Court, Federal Court, or Bankruptcy Court seeking recovery of any portion of the Settlement Sum, the Inter/Media Parties release and discharge the Prolongz Parties and each of them and their affiliated, subsidiary, related and parent corporations, successors, assigns, officers, directors, shareholders, managers, employees, agents, servants, beneficiaries, representatives and attorneys, and each of them, and all persons and/or entities acting by, through, under or in concert with such persons and/or entities, from any and all actual or potential claims, obligations, debts and causes of action of any kind or nature whatsoever, whether known or unknown, arising out of, or in any manner related to the matters set forth in the Superior Court Complaint, the Superior Court Cross-Complaint, the Arbitration, and the matters set forth in the Recitals.

19. Run Away Products, LLC, Advanced Men's Institute Prolongz LLC, Redwood Scientific Technologies, LLC, Redwood Scientific Technologies, Inc., a California Corporation, Redwood Scientific Technologies, Inc., a Nevada Corporation, Eunjung Cardiff aka Eunjung No aka Eunjung Lee and Jason Cardiff hereby release and discharge the Inter/Media Parties and each of them and their affiliated, subsidiary, related and parent corporations, successors, assigns, officers, directors, shareholders, managers, employees, agents, servants, beneficiaries, representatives and attorneys, and each of them, and all persons and/or entities acting by, through, under or in concert with such persons and/or entities, from any and all actual or potential claims, obligations, debts and causes of action of any kind or nature whatsoever, whether known or unknown, arising out of, or in any manner related to the matters set forth in the Superior Court Complaint, the Superior Court Cross-Complaint, the Arbitration, and the matters set forth in the Recitals.

20. Each party understands that the facts in respect to which the release(s) made in this Agreement are given may hereafter turn out to be other than or different from the facts in that connection now believed by each party to be true; and each party hereto accepts and assumes that risk and agrees that this Agreement shall be, and remain, in all respects effective and not subject to termination or rescission by virtue of any such different facts.

21. In the event that any of the obligations of the Prolongz Parties to Inter/Media

EXECUTION DOCUMENT - FINAL- Page 14 of 39 Date: 03/15/2017 Time: 18:35

Time Buying Corporation, including the judgments referred to in this Agreement, are discharged in a bankruptcy proceeding, the discharged party agrees to fully cooperate with Inter/Media Time Buying Corporation and shall execute any and all documents, motions, applications, agreements, and perform any and all acts, give any and all notices, required in order to legally reaffirm the obligations that were discharged, in full compliance with state law and federal bankruptcy law.

22. Any and all notices or other communications required or permitted by this agreement shall be in writing and shall be deemed duly served, given, delivered and received when transmitted by facsimile or by email during the business hours of 9:00 AM to 5:00 PM PST, Monday through Friday (weekends and holidays excepted), to the address set forth in this Paragraph. Any party may change its notice details at any time by written notice to the other party's counsel as required hereunder. Any such notice shall be deemed received three (3) business days after transmittal by facsimile and e-mail as set forth above. Notices shall be directed as follows:

to counsel for the Inter/Media Parties

Peter Bisno, Esq.  
BISNO MULVANEY, LLP  
15760 Ventura Boulevard, Suite 1200  
Encino, CA 91436  
[pbisno@bisnolaw.com](mailto:pbisno@bisnolaw.com)  
Telephone: (818) 657-0300  
Facsimile: (818) 657-0313

to the Inter/Media Parties

Hunington Sachs, Esq.  
VP Business & Legal Affairs  
InterMedia Group of Companies  
22120 Clarendon Street, Woodland Hills, CA 91367  
Telephone: 818.933.8739  
Facsimile: 818.995.7115  
[HSachs@intermedia-advertising.com](mailto:HSachs@intermedia-advertising.com)

to Jason Cardiff and the Prolongz Parties

Jason Cardiff  
700 West 25<sup>th</sup> Street  
Upland, CA 91784  
Telephone: (909) 816-9662

Email [jason@officemgt.com](mailto:jason@officemgt.com)  
Fax: none  
to counsel for the Prolongz Parties

Charles H. Smith, Esq.  
3856 Gondar Avenue  
Long Beach, CA 90808  
[chas.smith82@yahoo.com](mailto:chas.smith82@yahoo.com)  
Telephone: (562) 400-6804  
Fax: None

23. Together with the execution of this Agreement, the parties hereto, shall perform any and all necessary act(s) and/or execute any and all necessary document(s) required to effectuate the provisions of this Agreement.

24. Each party acknowledges that it has been represented by counsel of its own choice throughout all of the negotiations which preceded the execution of this Agreement, or has been given the opportunity to be represented by counsel, but has chosen not to do so.

25. Each party acknowledges receipt of adequate and sufficient consideration from each other opposing party for entry into this Agreement, including without limitation the avoidance of potential and/or further litigation, and regardless of whether any particular party paid or received a payment of money to or from any other party.

26. The Parties agree to keep the contents of this Agreement confidential. Further, the Parties agree to not disclose the terms or conditions of this Agreement to third parties, other than to attorneys, accountants, banks, financial institutions, financial advisors, and similar professionals as necessary in furtherance of and in the ordinary course of business or except as required by judicial process. This provision shall not hinder, restrict, limit or in any other way affect the intra- or inter-departmental communications of the parties nor shall it apply to defending future litigation claims brought by any of the Parties. Notwithstanding anything in this Agreement to the contrary, the contents of this Agreement and the Agreement itself, including exhibits and ancillary documents, may be disclosed in order to enforce its terms and provisions.

27. Enforcement of the Smith Sanctions (as described in Recital M of this Agreement), in the sum of \$7500.00 shall be suspended/stayed unless and until there is an uncured Event of Default. If any portion of the Smith Sanctions are collected from Smith, such amounts shall be credited to the Amended Judgment. If the Judgment (or Amended Judgment, if applicable) is timely paid in full, an Acknowledgement of Full Satisfaction of Judgment shall be filed in favor of Charles H. Smith and the Prolongz Parties.

EXECUTION DOCUMENT - FINAL- Page 16 of 39 Date: 03/15/2017 Time: 18:35

28. The Arbitration shall be dismissed/abandoned.

29. References to the masculine gender in this Agreement shall include the feminine and neutral genders; references to the singular shall include the plural; and references to "person" shall include corporation, firm, partnership, trust or other form of association; all as required by the context of this Agreement.

30. This agreement may be executed in any number of counterparts, each of which shall be a valid and binding original, but all of which together shall constitute a single agreement. A facsimile copy of a signature or a scanned e-mail copy of a signature shall be valid as the original.

31. This Agreement shall be fully enforceable under CCP 664.6 and the Court shall retain jurisdiction in order to enforce it, and this Agreement shall be admissible pursuant to California Evidence Code Section 1123, without objections and fees and costs shall be awarded to the prevailing party under this paragraph. In the event of any action (including without limitation, the preparation of notices of default and judgment), suit or other proceeding concerning the interpretation, validity, performance or breach of any of the terms and conditions of this Agreement, the prevailing party shall recover reasonable attorney's fees, costs and expenses incurred in each and every such action, suit or other proceeding, including any and all appeals and/or petitions relating thereto. Any action to interpret or enforce this Agreement shall be brought in the Los Angeles County Superior Court, Van Nuys District.

32. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereto shall be governed by the laws of the State of California. The Parties explicitly and knowingly consent to the jurisdiction of the State of California, County of Los Angeles in connection with this Agreement.

33. This Agreement (including the documents and instruments referred to herein) represents the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. Each of the parties hereto covenants that it has not entered into this agreement as a result of any representation, agreement, inducement or coercion, except to the extent specifically provided herein. Each party hereto further covenants that the consideration recited herein is the only consideration for entering into this Agreement, and that no promises or representations of other or further consideration have been made by any person. This Agreement may be amended only by an agreement in writing and duly executed by all parties hereto.

34. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, representatives, successors and assigns.

35. Waiver of Civil Code Section 1542. It is the intention of the parties hereto that

the foregoing release(s), when effective, shall bar all claims, demands, controversies, actions, causes of action, obligations, liabilities, costs, expenses, attorneys' fees and damages of whatsoever character, nature and kind, known or unknown, suspected or unsuspected, which arise from or are related or unrelated to the released claims and the parties hereto expressly acknowledge and waive any and all rights and benefits conferred upon them by the provisions of Section 1542 of the Cal. Civil Code, which provides:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."**

The parties hereto acknowledge the foregoing waiver of the provisions of Section 1542 of the Cal. Civil Code was separately bargained for; they expressly consent that this settlement Agreement shall be given full force and effect in accordance with each and all of its express terms and provisions, including those terms and provisions relating to unknown and unsuspected claims, demands and causes of action, if any, to the same effect as those terms and provisions relating to any other claims, demands and causes of action hereinabove specified.

36. Each party shall bear his/her/its/their own costs and attorney's fees.

37. In the event any covenant, condition, or other provision herein is held to be invalid, void, or illegal, the same shall be deemed severed from the remainder of this Agreement and shall in no way affect, impair or invalidate any other covenant, condition, or other provision herein. If any covenant, condition, or other provision herein is held to be invalid due to its scope or breadth, such covenant, condition, or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

38. This Agreement and any security agreements executed in connection herewith may not be modified in any way, except in writing, with any such instrument being duly executed by authorized representatives of the parties.

39. Any corporation, LLC, or other business entity executing this Agreement represents and warrants that this Agreement is executed with authority. All individuals signing this Agreement each represent and warrant that they have the requisite power and authority to execute this Agreement on their own behalf and that no other individual must execute this Agreement in order for each such individual party to be bound hereby.

40. All parties acknowledge that this Agreement was drafted mutually and after full discussion and negotiation. All parties agree that any ambigu(y)(ies) therein shall not be construed against any particular party.

Settlement Agreement (Version 13)

March 10, 2017

Page 17 of 22

EXECUTION DOCUMENT - FINAL- Page 18 of 39 Date: 03/15/2017 Time: 18:35

41. An earlier version of this Settlement Agreement (time stamped "Date: 3/14/2017 Time: 15:07") had a typographical error in Paragraph 12 ("Earlier Version"). This Settlement Agreement shall supersede and replace the Earlier Version.

WHEREFORE, the parties have executed this Agreement as of the date of final execution below written.

THE PROLONGZ PARTIES:

Dated: March 17, 2017

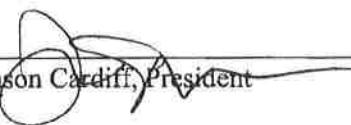
RUN AWAY PRODUCTS, LLC, individually  
and doing business as PROLONGZ



By: Jason Cardiff, President

Dated: March 17, 2017

ADVANCED MEN'S INSTITUTE  
PROLONGZ, LLC, a California Limited  
Liability Company



By: Jason Cardiff, President

Dated: March 17, 2017

REDWOOD SCIENTIFIC TECHNOLOGIES,  
LLC, a California Limited Liability Company



By: Jason Cardiff, President

EXECUTION DOCUMENT - FINAL- Page 19 of 39 Date: 03/15/2017 Time: 18:35

Dated: March 17 2017

REDWOOD SCIENTIFIC TECHNOLOGIES,  
INC., a Nevada Corporation

  
By: Jason Cardiff, President

Dated: March 17 2017

REDWOOD SCIENTIFIC TECHNOLOGIES,  
INC., a California Corporation

  
By: Jason Cardiff, President

Dated: March 17, 2017

  
JASON CARDIFF

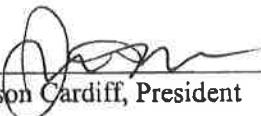
Dated: March 17, 2017

  
EUNJUNG CARDIFF AKA EUNJUNG NO  
AKA EUNJUNG LEE

THE FOLLOWING ENTITY AGREES TO BE BOUND BY THE PROVISIONS IN  
PARAGRAPH 14 RELATING TO CIGIREX

Dated: March 17, 2017

CIGIREX UK LTD.

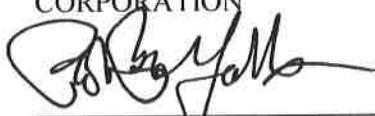
  
By: Jason Cardiff, President

EXECUTION DOCUMENT - FINAL- Page 20 of 39 Date: 03/15/2017 Time: 18:35

THE INTER/MEDIA PARTIES:

Dated: March 14, 2017

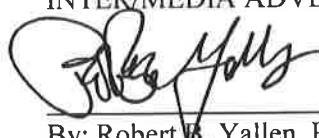
INTER/MEDIA TIME BUYING  
CORPORATION



By: Robert B. Yallen, President

Dated: March 14, 2017

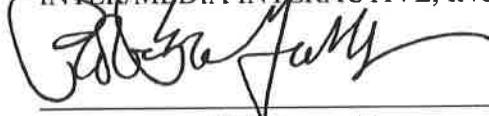
INTER/MEDIA ADVERTISING, INC.



By: Robert B. Yallen, President

Dated: March 17, 2017

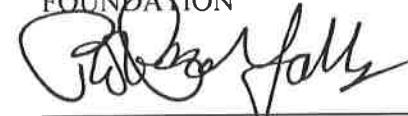
INTER/MEDIA INTERACTIVE, INC.



By: Robert B. Yallen, President

Dated: March 17, 2017

INTER/MEDIA CHARITABLE  
FOUNDATION



By: Robert B. Yallen, President

Settlement Agreement (Version 13)

March 10, 2017

Page 20 of 22

EXECUTION DOCUMENT - FINAL- Page 21 of 39 Date: 03/15/2017 Time: 18:35

Dated: March 17, 2017

INTER/IMAGE PRODUCTIONS,  
INCORPORATED



By: Robert B. Yallen, President

Dated: March 17, 2017

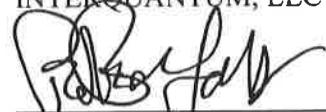
INTER/POST PRODUCTIONS, INC.



By: Robert B. Yallen, President

Dated: March 17, 2017

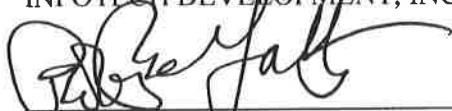
INTERQUANTUM, LLC



By: Robert B. Yallen, as President of  
Inter/Media Time Buying Corporation, Member

Dated: March 17, 2017

INFOTECH DEVELOPMENT, INC.



By: Robert B. Yallen, as President

Dated: March 17, 2017

MEDIAPoint NETWORK, INC.



By: Robert B. Yallen, President

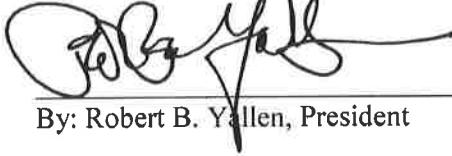
Settlement Agreement (Version 13)

March 10, 2017

Page 21 of 22

Dated: March 17, 2017

BELLATRIX MEDIA, INC.



---

By: Robert B. Yallen, President

APPROVED AS TO FORM AND CONTENT

Dated: March \_\_, 2017

BISNO MULVANEY, LLP

---

By: Peter Bisno, Esq.  
Attorneys for the Inter/Media Parties

Dated: March \_\_, 2017

LAW OFFICES OF CHARLES H. SMITH

---

By: Charles H. Smith, Esq.  
Attorneys for the Prolongz Parties

EXECUTION DOCUMENT - FINAL- Page 22 of 39 Date: 03/15/2017 Time: 18:35

Dated: March \_\_, 2017

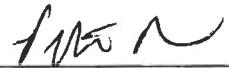
BELLATRIX MEDIA, INC.

By: Robert B. Yallen, President

APPROVED AS TO FORM AND CONTENT

Dated: March \_\_, 2017

BISNO MULVANEY, LLP



By: Peter Bisno, Esq.  
Attorneys for the Inter/Media Parties

Dated: March 15, 2017

LAW OFFICES OF CHARLES H. SMITH



By: Charles H. Smith, Esq.  
Attorneys for the Prolongz Parties

Settlement Agreement (Version 13)

March 10, 2017

Page 22 of 22

## **EXHIBIT 2**

Accommodation Recording

RECORDING REQUESTED BY:

JASON CARDIFF

EUNJUNG CARDIFF

Mail Tax Statements to  
AND WHEN RECORDED MAIL TO:

Mr. Jason Cardiff  
Mrs. Eunjung Cardiff  
700 West 25<sup>th</sup> Street  
Upland, CA 91784

Electronically Recorded in Official Records, County of San Bernardino

6/27/2014  
09:25 AM  
SG



DENNIS DRAEGER

ASSESSOR - RECORDER - CLERK

771 Document Processing Solutions

Doc #: 2014-0232231

Titles: 1 Pages: 3



Fees	21.00
Taxes	.00
Other	.00
PAID	21.00

APN's: 1003-321-49

**GRANT DEED**

(Excluded from Reappraisal under California Constitution Article 13A - 1 et seq.)

The Undersigned Grantor(s) declare(s): DOCUMENTARY TRANSFER TAX \$0; CITY TRANSFER TAX \$0.

THERE IS NO CONSIDERATION FOR THIS TRANSFER.

There is no Documentary transfer tax due. This is a Trust Transfer under Section 62(d) of the Revenue and Taxation Code: Transfer to a revocable trust. This conveyance transfers an interest into or out of a Living Trust, R & T 11930.

FOR A VALUABLE CONSIDERATION, receipt of which is acknowledged,

**Jason Cardiff and Eunjung Cardiff, husband and wife as joint tenants**

do GRANT to

**Jason Edward Thomas Cardiff and Eunjung Cardiff, Trustees, or their successors in interest, of the Jurikel Family Trust dated April 24, 2014, and any amendments thereto**

the real property in the City of Upland, County of San Bernardino, State of California, described as:

Attached hereto as Exhibit A.

Commonly known as: 700 West 25<sup>th</sup> Street, Upland, CA 91784

Assessor's Parcel Numbers: 1003-321-49

Dated: 4-24-2014

Dated: 4/24/14

\* JASON CARDIFF  
\* Jason Cardiff

MAIL TAX STATEMENTS TO:

EUNJUNG CARDIFF

Jason Cardiff and Eunjung Cardiff  
700 West 25<sup>th</sup> Street  
Upland, CA 91784

**CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC**

STATE OF CALIFORNIA )  
COUNTY OF Los Angeles )

On 4/24/2014 before me, Maria Hernandez, Notary Public, personally appeared  
JASON CARDIFF AND EUNJUNG CARDIFF,

who proved to me on the basis of satisfactory evidence to be the persons whose names are  
subscribed to the within instrument and acknowledged to me that they executed the same in their  
authorized capacity, and that by their signatures on the instrument the person(s), or the entity  
upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

**WITNESS my hand and official seal.**

  
\_\_\_\_\_  
Notary Public Signature



(Notary Public Seal)

MAIL TAX STATEMENTS TO:

Jason Cardiff and Eunjung Cardiff  
700 West 25<sup>th</sup> Street  
Upland, CA 91784

2

**Exhibit "A"**

**Legal Description**

The following described real property in the City of Upland, County of San Bernardino, State of California, commonly known as **700 West 25<sup>th</sup> Street, Upland, CA 91784, AP# 1003-321-49**, and described as:

Parcel 2 or Parcel Map 15968, County of San Bernardino, State of California, as shown by map on file in Book 198 of maps, pages 81 and 82 in the office of the county recorder of said county. APN#1003-321-49

MAIL TAX STATEMENTS TO:

Jason Cardiff and Eunjung Cardiff  
700 West 25<sup>th</sup> Street  
Upland, CA 91784

3

## **EXHIBIT 3**

1 Peter Bisno, Esq. (SBN 85943)  
2 Dennette A. Mulvaney, Esq. (SBN 133423)  
3 Evelyn Zarraga, Esq. (SBN 296835)  
4 **BISNO MULVANEY, LLP**  
5 15760 Ventura Blvd., Suite 1200  
6 Encino, CA 91436-3042  
7 Tel: (818) 657-0300  
8 Fax: (818) 657-0313  
9 [pbisno@bisnolaw.com](mailto:pbisno@bisnolaw.com)

10 Attorneys for Plaintiff/Cross-Defendant INTER/MEDIA  
11 TIME BUYING CORPORATION; Cross-Defendants  
12 INTER/MEDIA ADVERTISING, INC.; INTER/MEDIA  
13 INTERACTIVE, INC.; INTER/MEDIA CHARITABLE  
14 FOUNDATION; INTER/IMAGE PRODUCTIONS,  
15 INCORPORATED; INTER/POST PRODUCTIONS,  
16 INC.; INTERQUANTUM, LLC; INFOTECH  
17 DEVELOPMENT, INC.; MEDIAPoint NETWORK,  
18 INC.; and BELLATRIX MEDIA, INC.

19  
20 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
21 FOR THE COUNTY OF LOS ANGELES**

22 INTER/MEDIA TIME BUYING CORP., a  
23 California Corporation,

24 Plaintiff,

25 vs.

26 RUN AWAY PRODUCTS, LLC, individually and  
27 doing business as PROLONGZ; ADVANCED  
28 MEN'S INSTITUTE PROLONGZ, LLC;  
REDWOOD SCIENTIFIC TECHNOLOGIES, LLC;  
JASON CARDIFF, an individual; EUNJUNG  
CARDIFF AKA EUNJUNG NO, an individual, and  
DOES 1 THROUGH 100, INCLUSIVE,

Defendants.

RUN AWAY PRODUCTS, LLC, individually and  
doing business as PROLONGZ;

Cross-Complainant,

vs.

INTER/MEDIA TIME BUYING CORPORATION,  
a California Corporation; INTER/MEDIA  
ADVERTISING, INC., a California Corporation;  
INTER/MEDIA INTERACTIVE, INC., a California  
Corporation; INTER/MEDIA CHARITABLE

ORIGINAL FILED  
Northwest District

MAR 27 2017

LOS ANGELES  
SUPERIOR COURT

Case No. LC 102377

[Assigned for all purposes to: Hon. Frank  
Johnson, Dept. NW "T"]

**JUDGMENT PURSUANT TO  
21 STIPULATION**

Complaint filed: November 25, 2014  
[Trial Date Vacated Pursuant to Arbitration  
Stipulation and Order]

**FILED BY FAX**

1 FOUNDATION, a California Corporation;  
2 INTER/IMAGE PRODUCTIONS,  
INCORPORATED, a California Corporation;  
3 INTER/POST PRODUCTIONS, INC., a California  
Corporation; INTERQUANTUM, LLC, a California  
Limited Liability Company; INFOTECH  
4 DEVELOPMENT, INC., a California Corporation;  
MEDIAPoint NETWORK, INC., a California  
Corporation; BELLATRIX MEDIA, INC., a  
5 California Corporation; and ROES 1 through 25,  
inclusive,  
6

7 Cross-Defendants.  
8  
9

10 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that pursuant to Stipulation by  
11 and between the parties, Plaintiff Inter/Media Time Buying Corporation., a California Corporation shall  
12 have and is hereby awarded Judgment on each of the causes of action as pled in the Complaint  
13 including, without limitation, the 8<sup>th</sup> Cause of Action against Defendants Run Away Products, LLC,  
14 Individually and Doing Business as Prolongz; Redwood Scientific Technologies, Inc., a Nevada  
15 Corporation; Redwood Scientific Technologies, Inc., a California Corporation; Redwood Scientific  
16 Technologies, LLC, a California Limited Liability Company; Advanced Men's Institute Prolongz, LLC,  
17 a California Limited Liability Company; Jason Cardiff, an individual, and Eunjung Cardiff aka Eunjung  
18 No aka Eunjung Lee, an individual, jointly and severally, in the amount of \$ 970,725.93  
19 (representing the principal amount of \$1,050,000.00, together with interest accruing thereon at the rate  
20 of five percent (5%) per annum from September 7, 2016 to the date of entry of this Judgment; with a  
21 one-time agreed upon charge of \$25,000.00, together with interest accruing thereon at the rate of five  
22 percent (5%) per annum from March 10, 2017 to the date of entry of this Judgment; less any payments  
23 made on or after September 7, 2016, to be applied first to accrued unpaid interest and then to the  
24 principal balance) (hereafter referred to as the "Original Judgment"). Interest on the Original Judgment  
25 shall continue to accrue at the rate of five percent (5%) per annum until paid in full.  
26  
27  
28

1 The allegations set forth in the 8<sup>th</sup> Cause of Action are true and correct and said allegations as  
2 well as any judgment entered pursuant to this Stipulation shall be given a conclusive collateral estoppel  
3 effect in any subsequent legal proceeding.

4 Dated: MAR 21 2017



*Frank J. Johnson*

THE HONORABLE J. JOHNSON  
JUDGE OF THE SUPERIOR COURT

5 APPROVED AS TO FORM AND CONTENT AND SUBMITTED BY:

6 Dated: 3/14/2017

7 BISNO MULVANEY, LLP

8  
9  
10  
11 By: Peter Bisno, Esq.  
12 Attorneys for the Plaintiff Inter/Media Time  
Buying Corporation

13 Dated: 3/14/2017

14 LAW OFFICES OF CHARLES H. SMITH

15  
16 By: Charles H. Smith, Esq.  
17 Attorneys for Defendants Run Away Products,  
18 LLC, Individually and Doing Business as  
19 Prolongz; Redwood Scientific Technologies,  
20 Inc., a Nevada Corporation; Redwood Scientific  
21 Technologies, Inc., a California Corporation;  
22 Redwood Scientific Technologies, LLC, a  
23 California Limited Liability Company;  
24 Advanced Men's Institute Prolongz, LLC, a  
25 California Limited Liability Company; Jason  
26 Cardiff, an individual, and Eunjung Cardiff aka  
27 Eunjung No aka Eunjung Lee, an individual

## **EXHIBIT 4**

RECORDING REQUESTED BY:

JASON CARDIFF

AND WHEN RECORDED MAIL TO:

JASON CARDIFF  
700 WEST 25TH STREET  
UPLAND, CA 91784

Recorded in Official Records, County of San Bernardino

2/07/2017  
9:24 AM  
JC  
SAN



**BOB DUTTON**  
ASSESSOR - RECORDER - CLERK

C Priority Mail

Doc#: 2017-0054395

Titles: 1 Pages: 5



Fees	27.00
Taxes	0.00
Other	0.00
PAID	\$27.00

SPACE ABOVE FOR RECORDER'S USE ONLY

**WARRANTY DEED**

Title of Document

**RECORDING REQUESTED BY:**  
JASON CARDIFF

**WHEN RECORDED MAIL TO:**  
JASON CARDIFF  
700 WEST 25TH STREET  
UPLAND, CA 91784

**ASSESSOR PARCEL NO.: 1003-321-49-0-000**

**PROPERTY STREET ADDRESS:**  
700 WEST 25TH STREET  
UPLAND, CA 91784

SPACE ABOVE FOR RECORDER'S USE

**WARRANTY DEED**

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS: **NONE**

Computed on full value of property conveyed, or  computed on full value less any liens or encumbrances remaining at time of sale.  
 Unincorporated area  City of Upland

For no consideration, JASON EDWARD THOMAS CARDIFF AND EUNJUNG CARDIFF, TRUSTEES, under the JURIKEL FAMILY TRUST dated April 24, 2014 (herein, "Grantor"), whose address is 700 West 25th Street, Upland, CA 91784, hereby remises, releases and grants to JASON EDWARD THOMAS CARDIFF AND EUNJUNG CARDIFF, CO-TRUSTEES, or any successors in trust, under the CAROLS PLACE TRUST dated January 17, 2017 and any amendments thereto (herein, "Grantee"), whose address is 700 West 25th Street, Upland, CA 91784, all of Grantor's interest in and to the following described real property located in the County of San Bernardino, State of California: **SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A**

Property street address: 700 West 25th Street, Upland, CA 91784

Grantor for the Grantor and Grantor's heirs, representatives, successors and assigns, does covenant and agree to and with Grantee and Grantee's heirs, successors and assigns, that Grantor is lawfully seized in fee of the aforesaid premises; that the same are free of all encumbrances except those appearing of record; that Grantor has good right to grant and convey the same to Grantee as aforesaid; and that Grantor will warrant and forever defend said premises against all lawful claims whatsoever.

**Consideration:** There was no consideration for this transfer. This is a bona fide gift to a trust for the benefit of grantor and the grantor received nothing in return. Pursuant to R&T Code Section 11930, no documentary tax is due.

**Mail Future Tax Statements to:**

JASON EDWARD THOMAS CARDIFF  
AND EUNJUNG CARDIFF, CO TRUSTEES,  
700 WEST 25TH STREET  
UPLAND, CA 91784

GRANTOR:

JURIKEL FAMILY TRUST dated April  
24, 2014

Dated: 1-31-2017

  
JASON EDWARD THOMAS CARDIFF,  
Trustee

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)  
COUNTY OF SAN BERNARDINO)

On 01/31/2017, before me, TRACY N. CARRANZA, the Notary Public, personally appeared JASON EDWARD THOMAS CARDIFF, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Tracy Carranza (Seal)  
Signature of Notary Public



**GRANTOR:**

JURIKEL FAMILY TRUST dated April  
24, 2014



EUNJUNG CARDIFF, Trustee

Dated: 1-31-2017

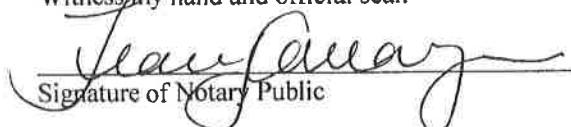
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO)

On 01/31/2017, before me, TRACY N. CARRANZA, the Notary Public, personally appeared EUNJUNG CARDIFF, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

  
\_\_\_\_\_  
Signature of Notary Public

(Seal)



**EXHIBIT A**

Parcel 2 or Parcel Map 15968, County of San Bernardino, State of California, as shown by map on file in Book 198 of maps, Pages 81 and 82 in the office of the county recorder of said county.

*The preparer of this document has been engaged solely for the purpose of preparing this instrument, has prepared the instrument only from the information given and has not been requested to provide, nor has the preparer provided, a title search, an examination of the legal description, an opinion on title or advice on the tax, legal or non-legal consequences that may arise as a result of the conveyance. Further such preparer has not verified the accuracy of the amount of consideration stated to have been paid or upon which any tax may have been calculated nor has the preparer verified the legal existence or authority of any person who may have executed the document. Preparer shall not be liable for any consequences arising from modifications to this document not made or approved by preparer.*

## **EXHIBIT 5**



RECORDED\_IM Ru...t.pdf

\*\*\*

RECORDING REQUESTED BY:

Peter Bisno, Esq.  
BISNO MULVANEY, LLP  
15760 Ventura Boulevard, Suite 1200  
Encino, CA 91436-3042

WHEN RECORDED MAIL TO:

Peter Bisno, Esq.  
BISNO MULVANEY, LLP  
15760 Ventura Boulevard, Suite 1200  
Encino, CA 91436-3042

Recorded in Official Records, County of San Bernardino

6/18/2017  
4:28 PM  
ALS  
SAN



**BOB DUTTON**  
ASSESSOR - RECORDER - CLERK

R Regular Mail

Doc#: 2017-0247961 Titles: 1 Pages: 4



Fees	58.00
Taxes	0.00
Other	0.00
PAID	\$58.00

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

1

4 of 4

Comments · 0

EJ-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, and State Bar number): After recording, return to:		
<p>Peter Bisno (SBN 85943) Bisno Mulvaney LLP 15760 Ventura Boulevard Suite 1200 Encino, CA 91436 TEL NO.: (818) 657-0300 FAX NO. (optional): (818) 657-0313 E-MAIL ADDRESS (Optional): <a href="mailto:pbisno@bisnolaw.com">pbisno@bisnolaw.com</a></p>		
<input checked="" type="checkbox"/> ATTORNEY <input checked="" type="checkbox"/> JUDGMENT CREDITOR <input type="checkbox"/> ASSIGNEE OF RECORD		
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b> STREET ADDRESS: 6230 Sylmar Avenue MAILING ADDRESS: 6230 Sylmar Avenue CITY AND ZIP CODE: Van Nuys, CA 91401 BRANCH NAME: NORTHWEST		

FOR RECORDER'S USE ONLY

PLAINTIFF: INTER/MEDIA TIME BUYING CORPORATION, a California Corporation DEFENDANT: RUN AWAY PRODUCTS, LLC, individually & doing business as PROLONGZ, et al.	CASE NUMBER: LC 102377
<b>ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS</b> <input type="checkbox"/> Amended	
FOR COURT USE ONLY	
1. The <input checked="" type="checkbox"/> judgment creditor <input type="checkbox"/> assignee of record applies for an abstract of judgment and represents the following: a. Judgment debtor's Name and last known address <div style="border: 1px solid black; padding: 5px; margin-left: 20px;">           Run Away Products, LLC,            individually and doing business as Prolongz            250 West First Street, Suite 310            Claremont, CA 91711         </div> b. Driver's license no. [last 4 digits] and state: <input checked="" type="checkbox"/> Unknown c. Social security no. [last 4 digits]: <input checked="" type="checkbox"/> Unknown d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): Eunjung No, a.k.a. Eunjung Cardiff, as Agent for Service of Process, 250 West First Street, Suite 310, Claremont, CA 91711	
2. <input checked="" type="checkbox"/> Information on additional judgment debtors is shown on page 2.	
3. Judgment creditor (name and address): INTER/MEDIA TIME BUYING CORPORATION, a California Corporation, 22120 Clarendon Street, Woodland Hills, CA 91367	
Date: March 30, 2017	
<b>Peter Bisno, Esq., Attorney for Judgment Creditor</b> <small>(TYPE OR PRINT NAME)</small>	

6. Total amount of judgment as entered or last renewed:  
 \$ 970,725.93

7. All judgment creditors and debtors are listed on this abstract.

8. a. Judgment entered on (date): March 27, 2017  
 b. Renewal entered on (date):

9.  Judgment is an installment judgment.



APR 27 2017

This abstract issued on (date):

Mark R. Carter, Executive Officer, Clerk

11. A stay of enforcement has  
 a.  not been ordered by the court.  
 b.  been ordered by the court effective until (date):

12. a.  I certify that this is a true and correct abstract of the judgment entered in this action.  
 b.  A certified copy of the judgment is attached.

Clerk, by *R. Romero*, Deputy

*L. ROMERO*

PLAINTIFF: INTER/MEDIA TIME BUYING CORPORATION, a California Corporation	COURT CASE NO.:
DEFENDANT: RUN AWAY PRODUCTS, LLC, individually & doing business as PROLONGZ, et al.	LC 102377

**NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:**

13. Judgment creditor (name and address):

14. Judgment creditor (name and address):

15.  Continued on Attachment 15.

**INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:**

16. Name and last known address

Redwood Scientific Technologies, Inc.,  
a Nevada Corporation  
250 West First Street, Suite 310  
Claremont, CA 91711

Driver's license no. [last 4 digits] and state:

Unknown

Social security no. [last 4 digits]:

Unknown

Summons was personally served at or mailed to (address):

Jason Cardiff, President  
250 West First Street, Suite 310  
Claremont, CA 91711

17. Name and last known address

Redwood Scientific Technologies, Inc.,  
a California Corporation  
250 West First Street, Suite 310  
Claremont, CA 91711

Driver's license no. [last 4 digits] and state:

Unknown

Social security no. [last 4 digits]:

Unknown

Summons was personally served at or mailed to (address):

Jason Cardiff, President  
250 West First Street, Suite 310  
Claremont, CA 91711

18. Name and last known address

Redwood Scientific Technologies, LLC,  
a California Limited Liability Company  
250 West First Street, Suite 310  
Claremont, CA 91711

Driver's license no. [last 4 digits] and state:

Unknown

Social security no. [last 4 digits]:

Unknown

Summons was personally served at or mailed to (address):

Jason Cardiff, President  
250 West First Street, Suite 310  
Claremont, CA 91711

19. Name and last known address

Advanced Men's Institute Prolongz, LLC,  
a California Limited Liability Company  
250 West First Street, Suite 310  
Claremont, CA 91711

Driver's license no. [last 4 digits] and state:

Unknown

Social security no. [last 4 digits]:

Unknown

Summons was personally served at or mailed to (address):

Jason Cardiff, as Member/Manager  
250 West First Street, Suite 310  
Claremont, CA 91711

20.  Continued on Attachment 20.

PETITIONER/PLAINTIFF: INTER/MEDIA TIME BUYING CORPORATION	CASE NUMBER:
RESPONDENT/DEFENDANT: RUN AWAY PRODUCTS, LLC, et al.	LC 102377

**ATTACHMENT 20:**

**INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:**

21. Name and last known address

LN  
Jason Cardiff  
700 West 25th Street  
Upland, CA 91784

Driver's license no. [last 4 digits] and state:

Unknown

Social security no. [last 4 digits]:

Unknown

Summons was personally served at or mailed to (address):

Jason Cardiff  
250 West First Street, Suite 310  
Claremont, CA 91711

22. Name and last known address

LN  
Eunjung Cardiff, aka  
Eunjung No, a.k.a. Eunjung Lee  
700 West 25th Street  
Upland, CA 91784

Driver's license no. [last 4 digits] and state:

Unknown

Social security no. [last 4 digits]: 5246

Unknown

Summons was personally served at or mailed to (address):

Eunjung Cardiff  
250 West First Street, Suite 310  
Claremont, CA 91711

# **EXHIBIT 6**

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (the “Agreement”) is made as of this 21st day of January, 2020, by and between ROBB EVANS & ASSOCIATES LLC, as receiver (“Receiver”) over, among other entities and persons, Jason Cardiff (“Jason”), Eunjung Cardiff (“Eunjung”), and The Carols Place Trust (“Trust”), on the one hand, and INTER/MEDIA TIME BUYING CORPORATION (“Inter/Media”), on the other hand, in reference to and in consideration of the following:

RECITALS

A. By order entered on October 10, 2018, the United States District Court for the Central District of California (“District Court”) appointed the Receiver as the temporary receiver over various entities and persons, including without limitation Jason, Eunjung, and the Trust, in that certain action entitled *Federal Trade Commission v. Jason Cardiff, et al.*, Central District of California Case No. 5:18-cv-2104-SJO-PLA (“Action”), thereby creating a receivership estate (“Receivership Estate”). The District Court’s order appointing the Receiver enjoined, with exceptions not relevant here and absent leave of court, “all … creditors … and other persons seeking to establish or enforce any claim, right, or interest against or on behalf of the receivership defendants … from … taking action that would interfere with the exclusive jurisdiction of this Court over the [Receivership Estate] including, but not limited to … commencing, prosecuting, or continuing a judicial … action or proceeding against the Receivership Entities [or] filing or enforcing any lien on any Asset of the Receivership Entities.” This injunction, which the Receiver contends remains in place, is hereinafter referred to as the “Stay of Actions.”

B. Based upon the Receiver’s initial appointment in the Action, the Receiver claims and contends that it became a lien creditor over all of the assets of the receivership defendants, including without limitation Jason and Eunjung, individually and as trustees of the Trust, and the Trust itself, including without limitation over that certain real property located in San Bernardino County, commonly known as 700 West 25th Street, Upland, California 91784 (legally described on Exhibit 1 hereto) (“Residence”), which is the residence of Jason and Eunjung and is vested to them as trustees of the Trust. The Residence was transferred from Jason and Eunjung, as Trustees of the Jurikel Family Trust dated April 24, 2014, to Jason and Eunjung, as trustees of the Trust, via a Warranty Deed dated January 31, 2017, and recorded in the San Bernardino County Official Records (“Official Records”) on February 7, 2017 as instrument no. 2017-0054395.

C. The District Court made the Receiver’s appointment permanent in various later orders, including without limitation, by preliminary injunctions entered in the Action on October 24, 2018, November 8, 2018, and February 26, 2019, continuing in effect the Receiver’s rights, claims, and contentions.

D. Inter/Media disputes the Receiver’s claims and contentions, and itself claims to be a judgment creditor of Jason and Eunjung, individually, by virtue of that certain Judgment Pursuant to Stipulation (“Original Inter/Media Judgment”) entered for \$970,725.93 in a state

court action entitled *Inter/Media v. Run Away Products, LLC etc. et al.*, Los Angeles County Superior Court Case No. LC102377 ("2377 Action"). Inter/Media also claims to have recorded an abstract of judgment in the Official Records on June 16, 2017 as instrument no. 2017-0247961, concerning the Original Inter/Media Judgment ("Abstract"), which Inter/Media claims created a lien on the Residence in favor of Inter/Media ("Lien").

E. Inter/Media further contends that the Original Inter/Media Judgment was entered pursuant to a Stipulation for Entry of Judgment, which provides for entry of an amended Judgment in favor of Inter/Media in the 2377 Action (in a larger amount than the Original Inter/Media Judgment, and with the amended Judgment to relate back to the date of entry of the Original Inter/Media Judgment) upon an uncured default under the Settlement Agreement concerning the 2377 Action (such amended Judgment, "Amended Inter/Media Judgment"). No Amended Inter/Media Judgment has yet been entered in the 2377 Action to date and the Receiver contends that the 2377 Action is subject to the Stay of Actions. The Original Inter/Media Judgment and any Amended Inter/Media Judgment that may be entered in the 2377 Action are hereinafter referred to individually and collectively as the "Inter/Media Judgment."

F. Inter/Media further claims that in connection with the Settlement Agreement concerning the 2377 Action, Jason, Eunjung, Redwood Scientific Technologies, Inc., and certain other affiliated entities (individually and collectively, "Redwood Obligors") executed security agreements granting Inter/Media security interests in certain personal property to secure payment of the Inter/Media Judgment.

G. Inter/Media also claims to have recorded a notice of pending action against the Residence on May 30, 2018 in the Official Records as instrument no. 2018-0196083 ("*Lis Pendens*") giving notice of a second state court action initiated by Inter/Media concerning the claimed fraudulent transfer of the Residence to Jason and Eunjung as trustees of the Trust to avoid the Inter/Media Judgment, which matter is pending in that certain state court action entitled *Inter/Media v. Jason Cardiff etc. et al.*, Los Angeles County Superior Court Case No. LC107302 ("Fraudulent Transfer Action"). The Receiver contends that the Fraudulent Transfer Action is subject to the Stay of Actions.

H. Based on the Inter/Media Judgment, the Abstract, the *Lis Pendens*, and the Fraudulent Transfer Action, Inter/Media claims to be a lien holder as to the Residence, which lien is claimed by Inter/Media to be superior to the liens and rights of the Receiver and the Receivership Estate as to the Residence ("Inter/Media Residence Claims").

I. The Receiver disputes the Inter/Media Residence Claims. In particular, the Receiver disputes that Inter/Media has obtained any lien over the Residence. The Receiver further claims and asserts (which Inter/Media disputes) that by operation of law the Receiver owns and controls all fraudulent transfer and/or avoidance actions as to any and all assets of the Receivership Estate, including without limitation, as to the Residence, held by any creditor or claimant of Jason and Eunjung or the Trust, and any other assets of Jason and Eunjung or the Trust, including without limitation as to the Fraudulent Transfer Action.

J. The Receiver and Inter/Media have concluded that the likely value of the Residence is less than the total claims secured by liens against it, whether held separately by the Receiver or by Inter/Media, and the Residence should be sold at this time to preserve the equity value thereof for all of the claimants, whether the Receivership Estate or Inter/Media.

K. However, the outstanding disputes between the Receiver and Inter/Media are precluding a motion to the District Court for authority for the Receiver to sell the Residence.

L. The parties hereto have examined the various claims and contentions of the Receiver and of Inter/Media in detail. While each disagrees with the other about the Residence and the respective claims and contentions as to whom the equity in the Residence belongs, both agree that there is no equity in the Residence for Jason and Eunjung or the Trust, based on the claimed liens against it, whether or not the District Court enters a judgment against them in the Action, that preservation of the equity in the Residence for creditors of Jason and Eunjung and the Trust is a paramount concern, and that it would not be cost effective for the Receiver and Inter/Media to litigate their differences and disputes to a final determination, conclusion, and judgment. Additionally, there are the ever-present risks to each of the parties of adverse rulings and of the fees, costs, and expenses of resolving these disputes through a litigated solution.

M. For those reasons, the parties hereto have separately concluded that a negotiated resolution of their disputes as to the equity in the Residence is desirable and preferable, and are entering into this Agreement for those reasons and to facilitate the Receiver seeking authority from the District Court to sell the Residence at this time.

NOW, THEREFORE, in consideration of the facts set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto stipulate and agree as follows:

1. Recitals. The Recitals set forth above are true and correct, and are incorporated into this Agreement in their entirety.

2. Effective Date of Agreement. Subject to any conditions subsequent hereto, the "Effective Date of this Agreement" is the date upon which all of the following have occurred: (a) the Agreement is fully executed by the parties hereto and timely delivered as required herein, and (b) an order is entered in the Action no later than March 31, 2020, approving this Agreement ("Settlement Order") and authorizing the Receiver to conduct a sale ("Sale") of the Residence (but not addressing at that time the ultimate approval of the Buyer and confirmation of the actual Sale of the Residence by the District Court).

3. Settlement Motion. Not later than five (5) days after the full execution and delivery of this Agreement, and each ancillary agreement which is to be executed and delivered, and the completion of any necessary meet and confer processes with the parties to the Action, the Receiver shall file a noticed motion in the Action seeking approval of this Agreement and entry of the Settlement Order.

4. Sale of Residence. The parties hereto agree that the Receiver shall have the right to sell the Residence upon entry of an order from the District Court authorizing the Receiver to

conduct a Sale process for the Residence, and, except as expressly set forth in Section 6, below, Inter/Media will not interfere with, or object to, the exercise by the Receiver of such rights and will cooperate in the sale of the Residence as reasonably requested by the Receiver.

5. Partial Release of Abstract; Withdrawal of *Lis Pendens*. No later than five (5) days after the Effective Date of this Agreement, Inter/Media shall cause to be executed and delivered in trust to the Receiver pending any ruling by the District Court on the motion for authority to sell, and any Sale thereafter of, the Residence (a) a partial release of the Abstract as to the Residence only ("Release"), and (b) a notice of withdrawal of the *Lis Pendens* ("Withdrawal"), both for ultimate recordation in the Official Records, for the Receiver to use to close any sale of the Residence approved by the District Court. The Release and the Withdrawal shall be in the form of Exhibits 2 and 3 hereto respectively. The Receiver may only use the Release and the Withdrawal to effectuate and to close any Sale of the Residence approved by the District Court that provides for payment to Inter/Media as set forth in Paragraph 7 below. Should the effectiveness of this Agreement cease, the Receiver shall return to Inter/Media the unrecorded and unfiled Release and Withdrawal. Upon written demand by the Receiver or the escrow holder for the sale of the Residence, Inter/Media agrees to execute any and all other documents reasonably requested to facilitate the sale of the Residence and the release of the Lien, and/or to effectuate the Release and/or the Withdrawal, all in accordance with this Agreement.

6. Agreements Concerning Claimed Liens; Rights to Object to Sale. Except as otherwise set forth herein, and following the entry of a Settlement Order and as to a Sale of the Residence, (a) the Receiver agrees that concerning the Residence it shall not seek to avoid or set aside the Lien, or otherwise assert or claim that the priority of any lien or other interest that the Receiver may have in the Residence is senior in priority to the Lien; and (b) Inter/Media agrees that concerning the Residence it shall not seek to avoid or set aside any lien or other interest claimed by the Receiver, or otherwise assert or claim that the priority of the Lien or other interest that Inter/Media may have in the Residence is senior in priority to the liens and other interests of the Receiver to the Residence; *provided, however,* that nothing otherwise prevents the Receiver from using the Release and the Withdrawal to effectuate and to close a Sale of the Residence approved by the District Court. Further, (c) the Receiver agrees that Inter/Media reserves the right to object to or challenge the adequacy of the actual Sale price obtained by the Receiver for the Sale of the Residence when the Receiver seeks ultimate approval of the buyer and confirmation of the Sale price, even if the Sale price otherwise complies with and satisfies the requirements of 28 U.S.C. § 2001, or any other applicable statute or law.

7. Allocation of Sale Price; Waiver of Surcharge Rights. In the event that an actual Sale of the Residence is approved by the District Court (including the Sale price thereof), and such Sale closes, then the Receiver agrees to cause to be paid directly from the Sale escrow, and Inter/Media agrees to accept, fifty percent (50%) of the Net Sale Proceeds in full satisfaction of the Lien, which shall be paid to Inter/Media through and at the close of escrow, from the Sale of the Residence by the Receiver. Inter/Media shall apply the portion of the Net Sale Proceeds Inter/Media receives as a credit against the Inter/Media Judgment on a dollar-for-dollar basis. As used herein, the term "Net Sale Proceeds" means the gross sales proceeds from the Sale of the Residence less amounts secured by any consensual liens on the Residence senior in priority to the Lien and any lien for due and unpaid real property taxes on the Residence, the amount of any

unpaid assessments on the Residence, any commissions due to brokers in connection with the sale of the Residence, the seller's portion of any accruals to be paid upon the closing of the Sale, any other amounts required to be paid at closing pursuant to applicable law, and escrow and title fees associated with the Sale. The Receiver waives any right to recover from Inter/Media any other costs or expenses of preserving or disposing of the Residence.

8. No Prejudice; Reservation of Rights. Except to the extent that Inter/Media's receipt of Net Sale Proceeds reduces the amount of the Inter/Media Judgment, and other than with respect to the Residence, nothing in this Agreement shall prejudice or affect Inter/Media's remaining claims against (or liens against the property of) Jason, Eunjung, the Receivership Estate, any of the other judgment debtors under the Inter/Media Judgment, any of the defendants to the Fraudulent Transfer Action, or any of the Redwood Obligors. Inter/Media reserves the right to file a creditor's claim in the Action, to seek relief from the Stay of Actions for any purpose whatsoever (except insofar as doing so would interfere with the exercise by the Receiver of its right to market the Residence as set forth in this Agreement). The Receiver, in turn, acknowledges Inter/Media's right to file a creditor's claim in the Action as part of the claims resolution process the Receiver intends to administer, but reserves its right to object to the amount and scope of Inter/Media's claim. Similarly nothing in this Agreement shall prejudice or affect the Receiver's rights under the orders of the Court in the Action concerning or addressing the Receiver and/or the Receivership Estate, including without limitation any remaining claims against (or liens against the property or assets of) Jason, Eunjung, the Trust, any other defendant or receivership entity in the Action, and any assets of the Receivership Estate, now existing or hereafter arising.

9. Conditions Subsequent. Should the District Court not approve and enter an order authorizing the Receiver to market and sell the Residence by March 31, 2020, or by such later date as the parties hereto may agree in writing, either party hereto may withdraw from this Agreement by providing written notice thereof to the other party, with no adverse effect or consequences to such party or the other party for having entered into this Agreement, which will be deemed to have been null and void *ab initio*, for all purposes.

10. No Admission of Liability. Nothing in this Agreement shall be construed as an admission by any party hereto that the claims against such party have merit.

11. Time is of Essence. Time is of the essence with respect to any act, payment, or performance under this Agreement.

12. Default. In the event that either party defaults in its obligations under this Agreement, the other party may exercise any and all available rights and remedies at law or in equity.

13. Notices. All notices and other communications which are required or may be given hereunder shall be in writing and shall be duly given if sent by e-mail and concurrently mailed by U.S. Mail, postage prepaid and addressed to the other party at the address set forth herein:

If to the Receiver: Robb Evans & Associates LLC  
11450 Sheldon Street  
Sun Valley, CA 91352-1121  
Attention: Brick Kane  
Email: bkane@robbevans.com

with a copy to: Frandzel Robins Bloom & Csato, L.C.  
1000 Wilshire Boulevard, 19<sup>th</sup> Floor  
Los Angeles, CA 90017  
Attention: Michael G. Fletcher, Esq.  
Email: mfletcher@frandzel.com

If to Inter/Media: Attention: Peter Bisno, Esq.  
Inter/Media Time Buying Corporation  
15760 Ventura Boulevard, Suite 1200  
Encino, CA 91436  
Email: pbisno@bisnolaw.com

with a copy to: Hemar, Rousso & Heald, LLP  
15910 Ventura Boulevard, 12<sup>th</sup> Floor  
Encino, CA 91436  
Attention: Christopher D. Crowell, Esq.  
Email: ccrowell@hrhllaw.com

or at any other address as may be given by any party to the other party by notice in writing pursuant to the provisions hereof. Notices will be deemed given and received on the next business day following the day such notice is mailed and sent in the manner described above.

14. Opportunity for Consultation with Counsel. Each of the parties hereto has had an opportunity to consult with legal counsel of its own choice with respect to the advisability of making the settlement provided for herein, and with respect to the advisability of executing this Agreement, and prior to the execution of this Agreement each of the parties hereto reviewed it, had the opportunity to make any desired changes, and signed the Agreement to indicate that each has approved the Agreement as to its form and content. Each of the parties hereto and each of their legal and other advisors have made such investigation of the facts pertaining to the Agreement, and all of the matters pertaining thereto, as each of them deem necessary. This Agreement has been carefully read by, the contents hereof are known by, and it has been signed freely by each person executing this Agreement.

15. Neutral Interpretation. This Agreement is the product of the joint negotiations between the parties hereto. The interpretation and/or enforcement of this Agreement is not to be interpreted more strongly in favor of one party or the other.

16. Inter/Media Representation and Warranty. Inter/Media warrants and represents that as of November 15, 2019, the balance owed on the Original Inter/Media Judgment is \$817,330.47.

17. Mutual Representations and Warranties. Subject to entry of the Settlement Order, each of the parties hereto hereby represents and warrants to one another, and covenants and agrees with one another, as follows:

A. Each party executing this Agreement has the full legal right, power and authority to enter into and perform this Agreement. This Agreement is a valid and binding obligation of each of the parties hereto, enforceable against each of them in accordance with its terms. Each person executing this Agreement in a representative capacity has been duly authorized to do so by all appropriate actions.

B. Except as expressly stated in this Agreement, no party hereto or any other person has made any statement or representation to any party to this Agreement regarding the facts relied upon by them in entering into this Agreement, and no party hereto has relied upon any statement, representation, or promise of any other person or entity in executing this Agreement except as expressly stated in this Agreement.

C. The terms of this Agreement are contractual and not a mere recital.

18. Integration/Modification in Writing. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all other agreements, oral or written, between the parties hereto with respect to the subject matter hereof. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any party hereto, except as specifically set forth in this Agreement. No claim of waiver, modification, consent, or acquiescence with respect to any provision of this Agreement shall be made against any party hereto, except upon the basis of a written instrument executed by or on behalf of such party.

19. Attorney Fees. In the event of any default in payment or performance hereunder, and if a party employs an attorney to bring suit on account of such default or to otherwise enforce such payment or performance, the party not in breach shall be entitled to be reimbursed for all reasonable attorney fees and costs incurred, including without limitation those incurred in each and every action, suit or proceeding, including any and all appeals and petitions therefrom.

20. Survival of Agreement. Except as set forth in paragraph 9 hereof, all covenants, representations, warranties and agreements contained in this Agreement shall survive the execution of this Agreement by the parties hereto, the delivery of documents and any performance on account of the obligations set forth herein.

21. Successors and Assigns. Except as set forth in paragraph 9 hereof, the provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto, and their respective successors in interest and assigns.

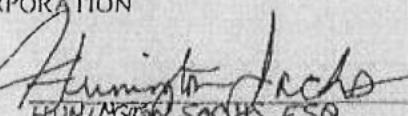
22. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California, and/or of the United States as the case may be. The District Court has sole jurisdiction to interpret this Agreement and resolve any disputes hereunder.

23. Headings. The headings of paragraphs of this Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit, or aid in the construction or interpretation of any term or provision hereof.

24. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be original, and all of which together shall constitute the same agreement.

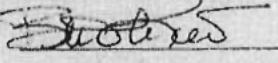
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

INTER/MEDIA TIME BUYING  
CORPORATION

By:   
HUNTINGTON SACHS, ESQ.

Its: SECRETARY

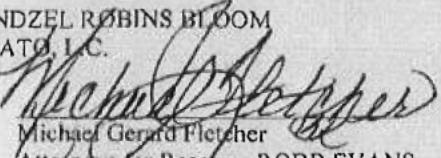
ROBB EVANS & ASSOCIATES LLC,  
as Receiver over Jason Cardiff and other  
related entities and individuals

By:   
Rob Evans

Its: Deputy to the Receiver

APPROVED AS TO FORM:

FRANDZEL ROBINS BLOOM  
& CSATO, L.C.

By:   
Michael Gerard Fletcher  
Attorneys for Receiver ROBB EVANS  
& ASSOCIATES LLC, as Receiver  
over Jason Cardiff and other related  
entities and individuals

HEMAR ROUSSO & HEALD, LLP

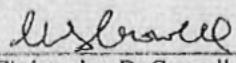
By:   
Christopher D. Crowell  
Attorneys for INTER/MEDIA TIME  
BUYING CORPORATION

Exhibit 1

**Legal Description for 700 West 25<sup>th</sup> Street, Upland, CA 91784**

THE FOLLOWING DESCRIBED REAL PROPERTY IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA:

PARCEL 2 OF PARCEL MAP 15968, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 198 OF MAPS, PAGES 81 AND 82 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**Exhibit 2**

**Release**

Peter Bisno, Esq. (State Bar No. 85943)  
BISNO MULVANEY, LLP  
15760 Ventura Boulevard, Suite 1200  
Encino, California 91436  
Telephone: (818) 657-0300  
Facsimile: (818) 657-0313

Attorneys for Plaintiff INTER/MEDIA TIME  
BUYING CORPORATION; Cross-Defendants  
INTER/MEDIA ADVERTISING, INC.;  
INTERMEDIA INTERACTIVE, INC.;  
INTERMEDIA CHARITABLE  
FOUNDATION; INTER/IMAGE  
PRODUCTIONS, INCORPORATED;  
INTER/POST PRODUCTIONS, INC.;  
INTERQUANTUM, LLC; INFOTECH  
DEVELOPMENT, INC.; MEDIAPoint  
NETWORK, INC.; and BELLATRIX MEDIA,  
INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES, NORTHWEST DISTRICT**

INTER/MEDIA TIME BUYING CORP., a  
California corporation

Plaintiff,

v.

RUN AWAY PRODUCTS, LLC, individually  
and doing business as PROLONGZ;  
ADVANCED MEN'S INSTITUTE  
PROLONGZ, LLC; REDWOOD  
SCIENTIFIC TECHNOLOGIES, LLC;  
JASON CARDIFF, an individual; EUNJUNG  
CARDIFF AKA EUNJUNG NO, an  
individual, and DOES 1 THROUGH 100,  
INCLUSIVE.,

Defendants.

Case No. LC102377  
Unlimited Civil Jurisdiction

**NOTICE OF RELEASE OF JUDGMENT  
LIEN CAUSED BY THE RECORDING OF  
AN ABSTRACT OF JUDGMENT ONLY  
AS TO REAL PROPERTY COMMONLY  
KNOWN AS 700 WEST 25TH STREET,  
UPLAND, CA 91784 (ASSESSOR'S  
PARCEL NUMBER 1003-321-49)**

RUN AWAY PRODUCTS, LLC, individually  
and doing business as PROLONGZ,

Cross-Complainant,

v.

INTER/MEDIA TIME BUYING  
CORPORATION, a California Corporation;  
INTER/MEDIA ADVERTISING, INC., a  
California Corporation; INTER/MEDIA  
INTERACTIVE, INC., a California  
Corporation; INTER/MEDIA CHARITABLE  
FOUNDATION, a California Corporation;  
INTER/IMAGE PRODUCTIONS,  
INCORPORATED, a California Corporation;  
INTER/POST PRODUCTIONS, INC., a  
California Corporation; INTERQUANTUM,  
LLC, a California Limited Liability Company;  
INFOTECH DEVELOPMENT, INC., a  
California Corporation; MEDIAPoint  
NETWORK, INC., a California Corporation;  
BELLATRIX MEDIA, INC., a California  
corporation; and ROES 1 through 25,  
inclusive,

Cross-Defendants.

PLEASE TAKE NOTICE that the judgment lien in the instant action created by the recording of an Abstract of Judgment on June 16, 2017, as Instrument No. 2017-0247961, in the Official Records of the County of San Bernardino, is hereby being released by Plaintiff and Judgment Creditor INTER/MEDIA TIME BUYING CORP., a California corporation, only as to the real property commonly known as 700 WEST 25TH STREET, UPLAND, CA 91784, which real property is identified via its Assessor's Parcel Number of 1003-321-49, and the legal description for which is set forth immediately below:

THE FOLLOWING DESCRIBED REAL PROPERTY IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA:

PARCEL 2 OF PARCEL MAP 15968, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 198 OF MAPS, PAGES 81 AND 82 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

DATED \_\_\_\_\_, 2020

BISNO MULVANEY, LLP  
PETER BISNO

By: \_\_\_\_\_

PETER BISNO  
Attorneys for Plaintiff INTER/MEDIA TIME  
BUYING CORPORATION

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

On , 2020, before me, , a Notary Public, personally appeared , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

**PROOF OF SERVICE**

I, the undersigned, declare and certify as follows:

I am over the age of eighteen years, not a party to the within action and employed in the County of Los Angeles State of California. I am employed in the office of BISNO MULVANEY, LLP, members of the Bar of the above-entitled Court, and I made the service referred to below at their direction. My business address is 15760 Ventura Boulevard, Suite 1200, Encino, California 91436-3042.

On \_\_\_\_\_, 2020, I served true copy(ies) of the **NOTICE OF RELEASE OF JUDGMENT LIEN CAUSED BY THE RECORDING OF AN ABSTRACT OF JUDGMENT ONLY AS TO REAL PROPERTY COMMONLY KNOWN AS 700 WEST 25TH STREET, UPLAND, CA 91784 (ASSESOR'S PARCEL NUMBER 1003-321-49)**, to the party(ies) on the attached service list.

**SEE ATTACHED SERVICE LIST**

**BY MAIL:** I placed the envelope for collection and mailing at Los Angeles, California. The envelope was mailed with postage fully prepaid. I am readily familiar with this firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

I certify under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct.

Executed on \_\_\_\_\_, 2020, at Los Angeles, California.

## SERVICE LIST

JASON EDWARD THOMAS CARDIFF, individually  
and as Co-Trustee of the JURIKEL FAMILY TRUST  
dated April 24, 2014 and as Co-Trustee of the CAROLS  
PLACE TRUST dated January 17, 2017  
700 West 25th Street  
Upland, CA 91784

EUNJUNG CARDIFF aka EUNJUNG NO, individually  
and as Co-Trustee of the JURIKEL FAMILY TRUST  
dated April 24, 2014 and as Co-Trustee of the CAROLS  
PLACE TRUST dated January 17, 2017  
700 West 25th Street  
Upland, CA 91784

**Exhibit 3**

**Withdrawal**

Peter Bisno, Esq. (State Bar No. 85943)  
BISNO MULVANEY, LLP  
15760 Ventura Boulevard, Suite 1200  
Encino, California 91436  
Telephone: (818) 657-0300  
Facsimile: (818) 657-0313

Attorneys for Plaintiff INTER/MEDIA TIME  
BUYING CORPORATION

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES, NORTHWEST DISTRICT**

INTER/MEDIA TIME BUYING  
CORPORATION

Plaintiff,

v.

JASON EDWARD THOMAS CARDIFF,  
individually and as Co-Trustee of the  
JURIKEL FAMILY TRUST dated April 24,  
2014 and as Co-Trustee of the CAROLS  
PLACE TRUST dated January 17, 2017;  
EUNJUNG CARDIFF aka EUNJUNG NO,  
individually and as Co-Trustee of the  
JURIKEL FAMILY TRUST dated April 24,  
2014 and as Co-Trustee of the CAROLS  
PLACE TRUST dated January 17, 2017; and  
DOES 1-100 INCLUSIVE,

Defendants.

Case No. LC107302  
Unlimited Civil Jurisdiction

**NOTICE OF WITHDRAWAL OF  
NOTICE OF PENDING ACTION (LIS  
PENDENS) REGARDING REAL  
PROPERTY COMMONLY KNOWN AS  
700 WEST 25<sup>TH</sup> STREET, UPLAND, CA  
91784**

NOTICE IS HEREBY GIVEN that Plaintiff INTER/MEDIA TIME BUYING CORPORATION ("Plaintiff") withdraws its Notice of Pending Action against Defendants JASON EDWARD THOMAS CARDIFF, individually and as Co-Trustee of the JURIKEL FAMILY TRUST dated April 24, 2014 and as Co-Trustee of the CAROLS PLACE TRUST dated January 17, 2017; EUNJUNG CARDIFF aka EUNJUNG NO, individually and as Co-Trustee of the JURIKEL FAMILY TRUST dated April 24, 2014 and as Co-Trustee of the CAROLS PLACE TRUST dated January 17, 2017 and DOES 1-100 INCLUSIVE ("Defendants"), which was recorded in the Office of the County Recorder of San Bernardino County on May 30, 2018, as Instrument Number 2018-0196083.

The withdrawal of the Notice of Pending Action affects the real property commonly known as 700 West 25<sup>th</sup> Street, Upland, CA 91784, title to which Plaintiff is informed and believes is currently vested to JASON CARDIFF AND AMY CARDIFF, TRUSTEES OF THE JASON CARDIFF AND AMY E.P. CARDIFF FAMILY TRUST DATED JULY 14, 2005, and legally described as follows:

THE FOLLOWING DESCRIBED REAL PROPERTY IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA:

PARCEL 2 OF PARCEL MAP 15968, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 198 OF MAPS, PAGES 81 AND 82 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

DATED: \_\_\_\_\_, 2020 BISNO MULVANEY, LLP  
PETER BISNO

By:

PETER BISNO  
Attorneys for Plaintiff INTER/MEDIA TIME  
BUYING CORPORATION

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

On , 2020, before me, , a Notary Public, personally appeared , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

**PROOF OF SERVICE**

I, the undersigned, declare and certify as follows:

I am over the age of eighteen years, not a party to the within action and employed in the County of Los Angeles State of California. I am employed in the office of BISNO MULVANEY, LLP, members of the Bar of the above-entitled Court, and I made the service referred to below at their direction. My business address is 15760 Ventura Boulevard, Suite 1200, Encino, California 91436-3042.

On \_\_\_\_\_, 2020, I served true copy(ies) of the **NOTICE OF WITHDRAWAL OF NOTICE OF PENDING ACTION (LIS PENDENS) REGARDING REAL PROPERTY COMMONLY KNOWN AS 700 WEST 25<sup>TH</sup> STREET, UPLAND, CA 91784**, to the party(ies) on the attached service list.

**SEE ATTACHED SERVICE LIST**

**BY MAIL:** I placed the envelope for collection and mailing at Los Angeles, California. The envelope was mailed with postage fully prepaid. I am readily familiar with this firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

I certify under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct.

Executed on \_\_\_\_\_, 2020, at Los Angeles, California.

## SERVICE LIST

JASON EDWARD THOMAS CARDIFF, individually  
and as Co-Trustee of the JURIKEL FAMILY TRUST  
dated April 24, 2014 and as Co-Trustee of the CAROLS  
PLACE TRUST dated January 17, 2017  
700 West 25th Street  
Upland, CA 91784

EUNJUNG CARDIFF aka EUNJUNG NO, individually  
and as Co-Trustee of the JURIKEL FAMILY TRUST  
dated April 24, 2014 and as Co-Trustee of the CAROLS  
PLACE TRUST dated January 17, 2017  
700 West 25th Street  
Upland, CA 91784